



# भारत का राजपत्र

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सं. 26] नई दिल्ली, जून 23—जून 29, 2013, शनिवार/आषाढ़ 2—आषाढ़ 8, 1935

No. 26] NEW DELHI, JUNE 23—JUNE 29, 2013, SATURDAY/ASHADHA 2—ASHADHA 8, 1935

भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 18 जून, 2013

का.आ. 1177.—भारतीय स्टेट बैंक (समनुषंगी बैंक) अधिनियम, 1959 (1959 का 38) की धारा 26 की उप-धारा (2क) के साथ पठित धारा 25 की उप-धारा (1) के खण्ड (गख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा, स्टेट बैंक ऑफ हैदराबाद के मुख्य प्रबंधक श्री एम. हर्षवर्धन (जन्म तिथि: 05-08-1960) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए या स्टेट बैंक ऑफ हैदराबाद के अधिकारी के रूप में उनकी सेवावधि की समाप्ति तक अथवा आगामी आदेशों तक, इनमें से जो भी पहले हो, स्टेट बैंक ऑफ हैदराबाद के निदेशक मण्डल में अधिकारी कर्मचारी निदेशक के रूप में नियुक्त करती है।

[फा. सं. 3/60/2012-बीओ-I]

विजय मल्होत्रा, अवर सचिव

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 18th June, 2013

S.O. 1177.—In exercise of the powers conferred by clause (cb) of the sub-section (1) of Section 25 read with sub-section (2A) of Section 26 of the State Bank of India (Subsidiary Banks) Act, 1959 (38 of 1959), the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri M. Harshavardhan (DoB: 05-08-1960), Chief Manager, State Bank of Hyderabad, as Officer Employee Director on the Board of Directors of State Bank of Hyderabad for a period of three years from the date of notification of his appointment or till he ceases to be an officer of the State Bank of Hyderabad or until further orders, whichever is the earliest.

[F. No. 3/60/2012-BO-I]  
VIJAY MALHOTRA, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय  
[आयुर्वेद, योग व प्राकृतिक चिकित्सा, यूनानी, सिद्ध एवं होम्योपैथी  
(आयुष) विभाग]  
नई दिल्ली, 19 जून, 2013

**का.आ. 1178.**—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित 1987) के नियम 10 के उप-नियम (4) के अनुसरण में, स्वास्थ्य एवं परिवार कल्याण मंत्रालय के आयुर्वेद, योग व प्राकृतिक चिकित्सा, यूनानी, सिद्ध एवं होम्योपैथी (आयुष) विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालय को, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती हैः—

1. “आयुर्वेद मारृ एवं शिशु स्वास्थ्य रक्षा अनुसंधान संस्थान, तिरुवनन्तपुरम्”।

[फा.सं. ई-11018/1/2013-आयुष (रा०भा०)]

एस. श्रीनिवास, उप सचिव

**MINISTRY OF HEALTH AND FAMILY WELFARE**  
[Department of Ayurveda, Yoga and Naturopathy, Unani,  
Sidha and Homeopathy (AYUSH)]

New Delhi, the 19th June, 2013

**S.O. 1178.**—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976 (as amended in 1987), the Central Government hereby notifies the following office under the administrative control of the Department of AYUSH, Ministry of Health & Family Welfare, where more than 80% staff have acquired the working knowledge of Hindi:

1. “Ayurveda Research Institute for Mother & Child Health Care, Tiruvananthapuram”.

[No. E-11018/1/2013-AYUSH (O.L.)]

S. SRINIVAS, Dy. Secy.

संचार एवं सूचना प्रौद्योगिकी मंत्रालय

(डाक विभाग)

नई दिल्ली, 24 जून, 2013

**का.आ. 1179.**—राजभाषा नियम (संघ के शासकीय प्रयोजनों के लिए प्रयोग) 1976 के नियम 10 के उप-नियम (4) के अनुसरण में केन्द्र सरकार, डाक विभाग के अधीनस्थ कार्यालय मुख्य पोस्टमास्टर जनरल, ओडिशा सर्किल, भुवनेश्वर-751001 को, जिसके 80 प्रतिशत से अधिक अधिकारियों एवं कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[सं. 11017-1/2011-रा.भा.]

मीरा हाण्डा, उप महानिदेशक (फिलैटली/राजभाषा)

**MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY**

(Department of Posts)

New Delhi, the 24th June, 2013

**S.O. 1179.**—In pursuance of Rule 10(4) of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the office of Chief Postmaster General, Odisha Circle, Bhubaneshwar-751001 of the Department of Posts where more than 80% staff has acquired the working knowledge of Hindi.

[No. 11017-1/2011-O.L.]

MEERA HANNA, Dy. Director General  
(Philately/OL)

वस्त्र मंत्रालय

नई दिल्ली, 20 जून, 2013

**का.आ. 1180.**—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, वस्त्र मंत्रालय के अंतर्गत आने वाले निम्नलिखित कार्यालय को जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती हैः—

1. अनुसंधान विस्तार केन्द्र, के.रे.अ.व.प्र.सं., केन्द्रीय रेशम बोर्ड, मार्फत-राजकीय रेशम फार्म, कमलुआ गांजा, डाकघर-लामाचौड़, कालाढुगी रोड, हल्द्वानी-263 139, जिला-नैनीताल (उत्तराखण्ड)।

[सं. ई-11016/1/2011-हिन्दी]  
सुनयना तोमर, संयुक्त सचिव

**MINISTRY OF TEXTILES**

New Delhi, the 20th June, 2013

**S.O. 1180.**—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following office under the Ministry of Textiles, whereof 80% staff have acquired working knowledge of Hindi:—

1. Research Extension Centre, CSRTI, Central Silk Board, C/o State Sericulture Farm, Kamaluwa Ganja, Lamachaur Post, Kaladhoongi Road, Haldwani-263 139, Distt.- Nainital (Uttarakhand).

[No. E-11016/1/2011-Hindi]

SUNAINA TOMAR, Jt. Secy.

## कृषि मंत्रालय

(कृषि अनुसंधान एवं शिक्षा विभाग)

नई दिल्ली, 24 जून, 2013

**का.आ. 1181.**—केन्द्रीय सरकार, कृषि मंत्रालय, कृषि अनुसंधान एवं शिक्षा विभाग, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, भा.कृ.अ.प. के केन्द्रीय मृदा लवणता अनुसंधान संस्थान, क्षेत्रीय अनुसंधान केन्द्र, लखनऊ को, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है।

[सं. 13-10/2009-हिन्दी/108-34]

रेखा आनन्द, अवर सचिव

## MINISTRY OF AGRICULTURE

## (Department of Agricultural Research and Education)

New Delhi, the 24th June, 2013

**S.O. 1181.**—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government, Ministry of Agriculture, Department of Agricultural, Research and Education hereby notifies the Central Soil Salinity Research Institute, Regional Research Station (ICAR) Lucknow where more than 80% of staff have acquired the working knowledge of Hindi.

[No. 13-10/2009-Hindi/108-34]

REKHA ANAND, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्लूरो)

नई दिल्ली, 18 जून, 2013

**का.आ. 1182.**—भारतीय मानक ब्लूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्लूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (को) में संशोधन किया गया/किये गये हैं:

## अनुसूची

क्रम	संशोधित भारतीय मानक	संशोधन की संख्या और संशोधन लगू होने संख्या की संख्या और वर्ष	तिथि	की तिथि
(1)	(2)	(3)	(4)	
(1)	आई एस 4031 (भाग 7) 1988	संशोधन संख्या 1, मई 2013	31 मई 2013	
(2)	आई एस 4031 (भाग 8) 1988	संशोधन संख्या 1, मई 2013	31 मई 2013	

इन संशोधनों की प्रतियाँ भारतीय मानक ब्लूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूर्णे तथा कोची में बिक्री हेतु उपलब्ध हैं।

[संदर्भ सीईडी/राजपत्र]

सी. आर. राजेन्द्र, वैज्ञानिक 'एफ' एवं प्रमुख  
(सिविल इंजीनियरी)

## MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

## (Department of Consumer Affairs)

## (BUREAU OF INDIAN STANDARDS)

New Delhi, the 18th June, 2013

**S.O. 1182.**—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standard, particulars of which are given in the Schedule below, has been issued.

## SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
(1)	IS 4031 (Part 7): 1988	Amendment No. 1, 1988	31 May 2013 May 2013
(2)	IS 4031 (Part 8): 1988	Amendment No. 1, 1988	31 May 2013 May 2013

Copies of these amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: at New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune & Kochi.

[Ref. CED/Gazette]

C. R. RAJENDRA, Scientist 'F' &amp; Head (Civil Engg.)

नई दिल्ली, 20 जून 2013

**का.आ. 1183.**—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 6 के उपविनियम (3) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा नीचे अनुसूची में दिए गए उत्पादों की मुहरांकन शुल्क अधिसूचित करता है:

## अनुसूची

भारतीय मानक संख्या	भाग	अनु	वर्ष	उत्पाद	ईकाई	न्यूनतम मुहरांकन शुल्क बड़े पैमाने पर	ईकाई दर स्लैब पर	स्लैब में ईकाईयां	शेष	प्रचालन तिथि
7903	—	—	2011	वस्त्रादि-उच्च घनत्व पोलीइथीपीन बुने कपड़े से बने तिरपाल	100 वर्ग मीटर	₹ 68000.00	₹ 58000.00	₹ 7.00	सभी	— 20.06.2013
13488	—	—	2008	सिंचाइ उपस्कर-उत्सर्जकी पाइप पद्धतियां	1 किग्रा	₹ 62000.00	₹ 53000.00	₹ 0.35	सभी	— 20.06.2013
16008	—	—	2012	कृषि वस्त्रादि-कृषि एवं बागवानी के लिए छाया जाल	100 वर्ग मीटर	₹ 81000.00	₹ 69000.00	₹ 0.80	सभी	— 20.06.2013

[सं. सीएमडी-2/जी-18]

पी.के. गम्भीर, वैज्ञानिक 'जी' एवं प्रधान (प्रमाणन)

New Delhi, the 20th June, 2013

**S.O. 1183.**—In pursuance of sub-regulation (3) of regulation 6 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the Marking fee for the products given in the schedule:

## SCHEDULE

IS No.	Part	Sec	Year	Product	Units	Minimum Marking Fee Large Scale	Marking Fee Small Scale	Units Rate Slab 1	Units in Slab 1	Ramai- ning	Effective Date
7903	—	—	2011	Textiles-Tarpaulins made from High Density Polyethylene Woven Fabric	100 Square metre	Rs. 68000	Rs. 58000	Rs. 7.00	All	—	20.06.2013
13488	—	—	2008	Irrigation Equipment-Emitting Pipes Systems	1Kg	Rs. 62000	Rs. 53000	Rs. 0.35	All	—	20.06.2013
16008	—	—	2012	Agro Textile-Shade Nets for Agriculture and Horticulture Purposes	100 Square metre	Rs. 81000	Rs. 69000	Rs. 0.80	All	—	20.06.2013

[No. CMD-II/G-18]

P. K. GAMBHIR, Scientist 'G.' &amp; Cheif (Certification)

नई दिल्ली, 21 जून, 2013

**का.आ. 1184.**—भारतीय मानक ब्यूरो नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिए गया है वह स्थापित हो गया है:

## अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1	आई एस 3812 (भाग 2): 2013 चूर्ण ईंधन की राख-विशिष्टि: भाग 2 मसाला (मोर्टार) व कंक्रीट में अपमिश्रण की तरह प्रयोग के लिए (तीसरा पुनरीक्षण)	आई एस 3812 (भाग 2): 2003 (दूसरा पुनरीक्षण)	31 मई 2013

इस भारतीय मानक की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002,

क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा कोच्चि में बिक्री हेतु उपलब्ध हैं।

[संदर्भ सीईडी/राजपत्र]

सी. आर. राजेन्द्रा, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियर)

New Delhi, the 21st June, 2013

**S.O. 1184.**—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standard, particulars of which are given in the Schedule below has been established on the date indicated against it:

**SCHEDULE**

Sl. No.	No. and year of the Indian Standards Established and Title	No. and year of Indian Standards, if any, Superseded by the New Indian Standard	Date when Established
(1)	(2)	(3)	(4)
1	IS 3812 (Part 2): 2013 Pulverized Fuel Ash— Specification: Part 2 For Use as Admixture in Cement Mortar and Concrete (Third Revision)	IS 3812 (Part 2): 2003 (Second Revision)	31 May 2013

Copy of the Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and its Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Kochi.

[Ref. CED/Gazette]

C. R. RAJENDRA, Scientist 'F' & Head (Civil Engg.)

नई दिल्ली, 21 जून, 2013

**का.आ. 1185.**—भारतीय मानक ब्यूरो नियम 1987 के उपनियम (1) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए मानक (कों) में संशोधन किया गया/किये गए हैं:

**अनुसूची**

क्रम संख्या	संशोधित भारतीय मानक की संख्या एवं वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
1.	ब्रीच लोडिंग शॉट गन एफल एवं डबल बैरल की विशिष्टि (भा.मा. 10490:1983 की संशोधन संख्या 2)	2 मई 2013	मई 2013
2.	मैंज़ल लोडिंग शॉट गन एफल एवं डबल बैरल की विशिष्टि (भा.मा. 10491:1983 की संशोधन संख्या 2)	2 मई 2013	मई 2013
3.	हीथियार और बारूद-राइफल-स्प्रिंग चालित एयर राइफल-विशिष्टि (भा.मा. 13136:1991 की संशोधन संख्या 2)	2 मई 2013	मई 2013

इन भारतीय मानकों के संशोधन की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा कोच्चि में बिक्री हेतु उपलब्ध हैं। भारतीय मानक ब्यूरो की वेब साइट, [www.bis.org.in](http://www.bis.org.in) पर भी उपलब्ध है।

[संदर्भ पीजीडी/जी-3.5]

के. सुधाकर राव, वैज्ञानिक 'एफ' एवं प्रमुख (पीजीडी)

New Delhi, the 21st June, 2013

**S.O. 1185.**—In pursuance of clause (b) of Sub-rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been amended on the date indicated against each:

**SCHEDULE**

Sl. No.	No. and Year of Indian Standards	No. and year of Amendment	Date from which the Amendment shall have effect
1.	IS 10490:1983 Specification for Breech Loading Shot Guns, Single and Double Barrel	2 May, 2013	May 2013
2.	IS 10491: 1983 Specification For Muzzle Loading Shot Guns, Single and Double Barrel	2 May, 2013	May 2013
3.	IS 13136: 1991 Arms and Ammunition- Rifle- Air Rifle Spring Operated-Specification	2 May, 2013	May 2013

Copies of these amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Kochi. Also available on BIS website ([www.bis.org.in](http://www.bis.org.in))

[Ref. PGD/G-3.5]  
K. SUDHAKAR RAO, Scientist 'F' & Head (PGD)

नई दिल्ली, 24 जून, 2013

**का.आ. 1186.**—भारतीय मानक व्यूरो (प्रमाणन) विनियम, 1988 के विनियम (4) के उप-विनियम (5) के अनुनय में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:—

**अनुसूची**

क्रम संख्या	लाइसेंस संख्या सीएम/एल	स्वीकृत करने की तिथि	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा	भाग	अनु	वर्ष
1	2	3	4	5	6	7	8	9
1.	एल-9995829	03.04.2013	मैं श्री साई एक्वा, प्लॉट नं 5, बुधिया नाला रोड, तिलपत एक्सटेंशन, जिला फरीदाबाद-121003, (हरियाणा)	पैकेजबन्ड पेयजल (पैकेजबन्ड प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
2.	एल-9996629	08.04.2013	मैं एफ जे एम सिलैण्डर्स प्रा लि वाहनों के लिए इंधन प्लॉट नं 360/361, सैक्टर-3, के रूप में संपीड़ित फेस-4, एचएसआइआइडीसी, प्राकृतिक गैस के आॅन- ग्रोथ सेन्टर, बावल, जिला रिवाड़ी-123501 (हरियाणा)	15490	-	-	2004	
3.	एल-9998128	10.04.2013	मैं जय दुर्गे ज्वैलर्स, मेन बाजार, 394/6, पुराना फरीदाबाद-121002 (हरियाणा)	स्वर्ण एवं स्वर्ण मिश्रधातुएं आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999

1	2	3	4	5	6	7	8	9
4.	एल-9998229	10.04.2013	मैं श्याम ज्वैलर्स, मेन बाजार, 7/44, पुराना फरीदाबाद, जिला फरीदाबाद-121102 (हरियाणा)	स्वर्ण एवं स्वर्ण मिश्रधातुएं आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
5.	एल-9997530	11.04.2013	मैं वृद्ध फैरस प्रा० लि०, प्लॉट नं० 133, सैक्टर-16 इण्डस्ट्रीयल एरिया, बहादुरगढ़, जिला झज्जर (हरियाणा)	कन्ड्यूटस फॉर इलैक्ट्रोकल इन्स्टालेशन्स भाग 3: रिजिड प्लेन कन्ड्यूटस ऑफ इन्सूलेटिंग मैट्रिसियल्स	9537	03	-	1983
6.	एल-9998936	18.04.2013	मैं गुप्ता ज्वैलरी हाउस, 8/78ए, अग्रसेन बाजार, मेन बाजार, पुराना फरीदाबाद, जिला फरीदाबाद, (हरियाणा)	स्वर्ण एवं स्वर्ण मिश्रधातुएं आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
7.	एल-9999433	18.04.2013	मैं स्वास्तिक स्प्रिंकलर सिस्टम, वी.पी.ओ. सदत नगर, नहर रोड, कोसली, जिला रिवाड़ी-123302 (हरियाणा)	सिंचाइ उपकरण- स्प्रिंकलर पाइप्स्- भाग 2: सहज संयोजी पोलीइथाइलीन पाइप्स्	14151	02	-	2008
8.	एल-9999534	18.04.2013	मैं स्वास्तिक स्प्रिंकलर सिस्टम, वीपीओ सदत नगर, नहर रोड, कोसली, जिला रिवाड़ी-123302 (हरियाणा)	सिंचाइ यंत्रों के छिकाव हेतु पोलीइथाइलीन पाइप्स् भाग 1: पोलीइथाइलीन पाइप्स्	14151	01	-	1999
9.	एल-9998734	23.04.2013	मैं आइआरए बैवरेजिस प्रा० लि०, प्लॉट नं० 31, गांव कांवरा, जिला फरीदाबाद-121101 (हरियाणा)	पैकेजबन्द पेयजल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004

[सं० सीएमडी/13:11]  
देश दीपक, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 24th June, 2013

**S.O. 1186.**—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule:

## SCHEDULE

Sl. No.	Licences No. CM/L-	Grant Date	Name and Address of the Licensee	Title of the Standard	IS No.	Part.	Sec.	Year
1.	L-9995829	03.04.2013	M/s. Shree Sai Aqua, Plot No. 5, Budhia Nala Road, Tilpat Ext., Distt. Faridabad-121003 (Haryana)	Packaged Drinking Water (Other than Packaged Natural Mineral water)	14543	—	—	2004
2.	L-9996629	08.04.2013	M/s. FJM Cylinders Pvt. Ltd., Plot No. 360/361, Sector-3, Phase-4, HSIIDC, Growth Centre, Bawal, Distt. Rewari-123501 (Haryana)	Cylinders for On-Board Storage of Compressed Natural Gas as a Fuel for Automotive Vehicles	15490	—	—	2004
3.	L-9998128	10.04.2013	M/s. Jai Durge Jewellers Main Bazar, 394/6, Old Faridabad-121002 (Haryana)	Gold and Gold Alloys Jewellery/Artefacts-Fineness and Marking	1417	—	—	1999
4.	L-9998229	10.04.2013	M/s. Shyam Jewellers, Main Bazar, 7/44, Old Faridabad, Distt. Faridabad-121102 (Haryana)	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking	1417	—	—	1999
5.	L-9997530	11.04.2013	M/s. Vrinda Ferrous (P) Ltd., Plot No. 133, Sector-16, Industrial Area, Bahadurgarh, Distt. Jhajjar (Haryana)	Conduits for Electrical Installations Part 3 Rigid Plain Conduits of Insulating Materials	9537	03	—	1983
6.	L-9998936	18.04.2013	M/s. Gupta Jewellery House, 8/78A, Aggarsain Bazar, Main Bazar Old Faridabad, Distt. Faridabad (Haryana)	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking	1417	—	—	1999
7.	L-9999433	18.04.2013	M/s. Swastic Sprinkler System, VPO Sadat Nagar, Nahar Road, Kosli, Distt. Rewari-123302 (Haryana)	Irrigation Equipment-Sprinkler Pipes-Part 2: Quick Coupled Polyethylene Pipes	14151	02	—	2008
8.	L-9999534	18.04.2013	M/s. Swastic Sprinkler System, VPO Sadat Nagar, Nahar Road, Kosli, Distt. Rewari-123302 (Haryana)	Irrigation Equipment-Sprinkler Pipes-Part 1: Polyethylene Pipes	14151	01	—	1999
9.	L-9998734	23.04.2013	M/s. IRA Beverages Pvt. Ltd., Plot No. 31, Village Kanwra, Distt. Faridabad-121101 (Haryana)	Packaged Drinking Water (Other than Packaged Natural Mineral water)	14543	—	—	2004

[No. CMD/13:11]  
DESH DEEPAK, Scientist 'F' & Head (FDO)

## कोयला मंत्रालय

नई दिल्ली, 24 जून, 2013

**का.आ. 1187.**—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र में की भूमि में कोयला अभिप्राप्त किए जाने की संभावना है;

और रेखांक संख्या एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/439, तारीख 22 फरवरी, 2013 का, जिसमें उक्त अनुसूची में वर्णित भूमि क्षेत्र के ब्यौरे अन्तर्विष्ट हैं, निरीक्षण कलेक्टर, अनुपपुर (मध्य प्रदेश) में कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाऊस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साऊथ ईस्टर्न कोलफाल्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकेगा।

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पूर्वोक्त अनुसूची में वर्णित भूमि में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है।

उपरोक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन की अवधि के भीतर भारसाधक अधिकारी या विभागाध्यक्ष (राजस्व), साऊथ ईस्टर्न कोलफाल्ड्स लिमिटेड, सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) से,—

- (i) उक्त अधिसूचना की धारा 4 की उप-धारा (3) के अधीन की गई किसी कार्रवाई से हुई या सम्भवतः होने वाली किसी क्षति के लिए अधिनियम की धारा 6 के अधीन प्रतिकर का दावा कर सकेगा; या
- (ii) उक्त अधिनियम की धारा 13 की उप-धारा (1) के अधीन पूर्वेक्षण अनुज्ञितियों के प्रभावहीन होने के संबंध में या उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन खनन पट्टे प्रभावहीन होने के लिए प्रतिकर का दावा कर सकेगा और उसे उक्त अधिनियम की धारा 13 की उप-धारा (1) के खंड (i) से (iv) में विनिर्दिष्ट मद्दों की बाबत उपगत व्यय को उपदर्शित करने के लिए पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चार्ट्स और अन्य दस्तावेजों को परिदत्त कर सकेगा।

अनुसूची  
बिजुरी भूमिगत खान, हसदेव क्षेत्र<sup>1</sup>  
जिला - अनुपपुर (मध्यप्रदेश)

[रेखांक संख्या एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/439, तारीख 22 फरवरी, 2013]

क्रम सं.	ग्राम का नाम	बंदेबस्त संख्या	पटवारी हल्का नम्बर	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणी
1.	लोहसरा	929	43	कोतमा	अनुपपुर	53.048	भाग
2.	बिजुरी	734	42	कोतमा	अनुपपुर	4.880	भाग
3.	कोरजा	126	42	कोतमा	अनुपपुर	6.068	भाग
कुल:							63.996 हेक्टर (लगभग) या 158.13 एकड़ (लगभग)

सीमा वर्णनः

**ब्लाक-I:**

क-ख रेखा ग्राम लोहसरा के उत्तरी सीमा के नजदीक बिन्दु 'क' से आरंभ होती है और ग्राम लोहसरा के समानांतर उत्तरी भाग से होती हुई ग्राम लोहसरा-बिजुरी के सम्मिलित सीमा में बिन्दु 'ख' पर मिलती है।

ख-ग रेखा ग्राम बिजुरी के पश्चिमी भाग से होती हुई ग्राम लोहसरा-बिजुरी के सम्मिलित सीमा में बिन्दु 'ग' पर मिलती है।

ग-क रेखा ग्राम लोहसरा के उत्तरी भाग से होती हुई आरंभिक बिन्दु 'क' पर मिलती है।

**ब्लाक-II:**

घ-ड रेखा ग्राम लोहसरा के उत्तरी सीमा में बिन्दु 'घ' से आरंभ होती है और ग्राम लोहसरा के दक्षिणी भाग से होती हुई बिन्दु 'ड' पर मिलती है।

ड-च रेखा ग्राम कोरजा के उत्तरी भाग से होती हुई बिन्दु 'च' पर मिलती है।

च-घ रेखा ग्राम कोरजा के उत्तरी भाग से होती हुई आरंभिक बिन्दु 'घ' पर मिलती है।

[फा. सं. 43015/02/2013-पी.आर.आई.डब्ल्यू.-I]

वी.एस.राणा, अवर सचिव

**MINISTRY OF COAL**

New Delhi, the 24th June, 2013

**S.O. 1187.**—Whereas it appears to the Central Government that coal is likely to be obtained from the land in the locality mentioned in the Schedule annexed hereto;

And whereas the plan bearing number SECL/BSP/GM (PLG)/LAND/439, dated the 22nd February, 2013 containing details of the area of land described in the said Schedule may be inspected at the office of the Collector, District Anuppur (Madhya Pradesh) or at the office of the Coal Controller, 1, Council House Street, Kolkata-700001 or at the office of the South Eastern Coalfields Limited

(Revenue Section), Seepat Road, Bilaspur-495006 (Chhattisgarh).

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal in the land described in the aforesaid Schedule.

Any person interested in the land described in the above mentioned Schedule may—

- (i) claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub-section (3) of Section 4 thereof; or
- (ii) claim compensation under sub-section (1) of Section 13 of the said Act, in respect of prospecting licence ceasing to have effect or under sub-section (4) of Section 13 of the said Act for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the aforesaid land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of Section 13 of the said Act,

to the Officer-in-Charge or Head of the Department (Revenue), South Eastern Coalfields Limited, Seepat Road, Bilaspur-495006 (Chhattisgarh) within ninety days from the date of publication of this notification in the Official Gazette.

#### SCHEDULE

##### Bijuri U/g Mine, Hasdeo Area

##### District-Anuppur, Madhya Pradesh

[Plan bearing number SECL/BSP/GM (PLG) LAND/439, dated the 22nd February, 2013]

Sl. No.	Name of village	Settlement number	Patwari	Tahsil	District	Area in hectares	Remark
1.	Lohsara	929	43	Kotma	Anuppur	53.048	Part
2.	Bijuri	734	42	Kotma	Anuppur	4.880	Part
3.	Korja	126	42	Kotma	Anuppur	6.068	Part

Total : 63.996 hectares (approximately) of 158.13 acres (approximately)

Boundary description:—

#### Block-I:

A-B Line starts from point 'A' near northern boundary of village Lohsara and passes parallel to northern boundary of village Lohsara and meets at point 'B' on the common boundary of villages Lohsara-Bijuri.

B-C Line passes through western part of village Bijuri and meets at point 'C' on the common boundary of villages Lohsara-Bijuri.

C-A Line passes through northern part of village Lohsara and meets at starting point 'A'.

#### Block-II:

D-E Line starts from point 'D' in village Lohsara and passes through southern part of village Lohsara and meets at point 'E'.

E-F Line passes through northern part of village Korja and meets at point 'F'.

F-D Line passes through northern part of village Korja and meets at starting point 'A'.

[F. No. 43015/02/2013-PRIW-I]

V. S. RANA, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 24 जून, 2013

**का.आ. 1188.**—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि उड़ीसा राज्य में पारादीप (उड़ीसा) से दुर्गांगुर (पश्चिम बंगाल) तक वाया हल्दिया एलपीजी परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इससे उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री बिश्नु मोहन भांजा, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, इंडियन ऑयल हाउसिंग काम्पलेक्स, बालासोर-756 001, (उड़ीसा) को लिखित रूप में आक्षेप भेज सकेगा ।

## अनुसूची

तहसील : बालासोर

जिला : बालासोर

राज्य : उड़ीसा

क्रम सं.	मौजा का नाम	खसरा नं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1	बडकिआ— 269	313	00	06	70
		312	00	03	00
		315	00	00	40
		316	00	02	30
		311	00	07	50
		310	00	01	80
		321	00	01	30
		309	00	00	50
		330	00	02	70
		329	00	00	20
		322	00	12	30
		328	00	02	50
		323	00	02	00
		327	00	00	50
		326	00	01	70
		319	00	00	20
		314	00	00	20
2	पदमपुर— 266	323	00	01	60
		321	00	05	60
		322	00	04	00
		319	00	03	20
		318	00	08	20
		317	00	00	20
		298	00	04	10
		299	00	06	50
		294	00	09	40
		285	00	03	40
		283	00	09	90
		284	00	04	10
		258	00	00	20
		260	00	10	30
		261	00	04	40

1	2	3	4	5	6
2	पद्मपुर— 266 (जारी....)	262	00	06	50
		231	00	01	50
		232	00	01	90
		230	00	08	40
		229	00	00	20
		226	00	04	00
		228	00	05	80
		227	00	07	40
		120	00	09	40
		121	00	03	80
		129	00	02	60
		130	00	08	50
		130 / 3558	00	01	60
		140	00	07	60
		138	00	10	10
		139	00	04	20
		464	00	02	00
		465	00	01	10
		469	00	05	10
		474	00	05	00
		473	00	03	60
		475	00	04	00
		472	00	01	50
		497	00	10	70
		485	00	02	60
		486	00	03	50
		482	00	01	30
		488	00	00	70
		770	00	00	20
		774	00	03	40
		779	00	01	20
		775	00	00	20
		778	00	05	90
		776	00	01	70
		777	00	01	10

1	2	3	4	5	6
3	खेरणा— 264	22	00	00	70
		45	00	02	10
		44	00	01	10
		43	00	05	00
		41	00	06	50
		50	00	00	30
		51	00	08	10
		52	00	03	60
		53	00	03	40
		54	00	08	10
		55	00	01	40
		57	00	00	30
		77	00	04	50
		108	00	11	10
		93	00	09	20
		94	00	10	00
		90	00	05	00
		95	00	01	70
		449	00	08	30
		447	00	02	40
		448 / 518	00	08	40
		448	00	08	20
		446	00	00	50
		454	00	06	00
		456	00	13	00
		437	00	07	40
		436	00	02	50
		434	00	08	50
		433	00	08	90
		247	00	02	80
		432	00	04	80
		430	00	04	90
		429	00	03	90
		428	00	04	30
		476	00	00	50

1	2	3	4	5	6
3	ખેરણા— 264 (જારી....)	477	00	04	90
		427	00	01	50
		488	00	02	10
		426	00	00	20
		492	00	18	20
		493	00	05	50
		486	00	03	70
		487	00	02	60
4	દલસોરા— 202	576	00	01	50
		575	00	05	60
		574	00	07	80
		573	00	10	60
		572	00	01	80
		581	00	08	60
		582	00	00	40
		583	00	00	20
		588 / 852	00	03	80
		588 / 884	00	03	20
		588	00	07	50
		592	00	08	20
		590	00	04	60
		591	00	04	30
		607	00	01	50
		609	00	00	60
		606	00	07	40
		605	00	03	60
		612	00	02	60
		614	00	03	20
		603	00	00	20
		604	00	03	50
		616	00	00	20
		615	00	11	00
		644	00	05	80
		643 / 857	00	04	30
		643	00	01	60

1	2	3	4	5	6
4	दलसोसा— 202 (जारी....)	642	00	00	30
		634	00	04	80
		632	00	00	60
		635	00	11	40
		636	00	11	20
		637	00	04	50
		486 / 871	00	00	50
		482 / 835	00	00	50
		481	00	03	70
		482	00	01	20
		480	00	01	70
		472	00	05	10
		474	00	00	40
		471	00	02	70
		402	00	06	20
		407	00	04	50
		411	00	08	20
		412	00	00	60
		413	00	00	50
		414	00	04	30
		415	00	02	00
		416	00	04	40
		119	00	00	20
		424	00	01	90
		118	00	02	40
		117	00	00	20
		425	00	04	10
		426	00	04	80
		90	00	03	70
		428	00	03	90
		429	00	01	60
		85	00	00	80
		87	00	02	80
		86	00	01	00
		83	00	00	90

1	2	3	4	5	6
		88 / 851	00	00	30
		81	00	00	80
		82	00	01	90
5	बारंगिया— 201	403	00	01	70
		401	00	05	00
		400	00	02	00
		394	00	03	60
		393	00	07	50
		365 / 474	00	07	40
		365	00	00	60
		366	00	04	70
		379	00	02	20
		376	00	05	80
		375	00	05	70
		377	00	01	30
		374	00	05	80
		373	00	02	40
		371	00	02	80
		372	00	02	40
		354	00	02	60
		370	00	07	20
		358	00	05	40
		332 / 450	00	00	20
		339	00	04	70
		338	00	05	80
		334	00	01	70
		335	00	04	10
		333	00	05	10
		317	00	00	90
		318	00	04	80
		319	00	06	40
		293	00	04	30
		295	00	07	10
		296	00	04	80
		300	00	00	20

1	2	3	4	5	6
		297	00	05	30
		299 / 439	00	06	70
		281	00	04	20
		280	00	02	90
		275	00	07	90
		276	00	00	20
		277	00	09	60
6	पाखरसाउ — 204	364	00	01	50
		366	00	04	60
		365	00	05	40
		359	00	05	60
		362	00	00	80
		360	00	00	70
		361	00	03	10
7	बांगरा — 199	195	00	02	60
		196	00	02	80
		197	00	03	30
		198	00	04	10
		199	00	00	30
		199 / 1618	00	03	60
		204	00	01	60
		203	00	04	70
		201	00	00	70
		202	00	04	60
		212	00	00	20
		213	00	04	70
		216	00	03	70
		220	00	01	00
		215	00	00	20
		219	00	00	60
		217	00	05	90
		218	00	06	50
		254	00	02	90
		257	00	00	20
		785	00	02	80

1	2	3	4	5	6
		784	00	06	10
		810	00	03	20
		811 / 1609	00	03	70
		811	00	01	30
		807	00	02	20
		806	00	07	10
		803	00	10	10
		803 / 1770	}		
		802	00	06	90
		801	00	05	60
		843	00	06	70
		842	00	05	30
		849	00	11	70
		850	00	00	50
		848	00	01	80
8	चकदारुहाति – 200	1	00	01	60
		2	00	01	60
		3	00	04	30
		31	00	00	20
		27	00	03	30
		28	00	01	60
		29	00	02	60
		26	00	02	30
		30	00	00	30
		26 / 121	00	05	00
		25	00	02	70
		24	00	00	40
		23	00	04	50
		35	00	02	30
		22	00	03	00
		96	00	03	70
		95	00	04	20
		94	00	02	20
		93	00	02	10
		37	00	00	20

1	2	3	4	5	6
8	चकदारुहाति — 200 (जारी....)	86	00	05	50
		87	00	03	00
		85	00	08	20
		84	00	00	50
		88	00	04	30
		81 / 127	00	03	90
		80	00	02	00
		81	00	04	30
		53	00	00	90
		52	00	00	20
		54	00	02	10
		55	00	00	50
		57	00	00	20
		56	00	03	50
		51	00	03	70
		50	00	00	40
		49	00	00	90
		46	00	00	40
		47	00	07	20
9	पाछुड़िआ— 169	825	00	08	60
		826	00	03	80
10	कोरकोरा — 198	110	00	05	90
		117	00	01	60
		123	00	06	70
		122	00	05	80
		127	00	12	40
		127 / 480 } 130	00	05	80
		133	00	00	90
		131 } 131 / 463	00	00	50
		131 / 409	00	01	80
		137 / 434	00	06	00
		136	00	06	30

1	2	3	4	5	6
10	कोरकोरा – 198	138 138 / 474	00	00	40
		139	00	05	50
		139 / 451	00	00	30
		141 / 410	00	07	60
		142	00	04	20
		188 188 / 530	00	06	30
		189	00	03	90
		185	00	01	40
		186	00	02	80
		177	00	04	30
		178	00	00	20
		353	00	14	80
		353 / 394	00	07	50
		358	00	01	30
		357 357 / 550	00	05	30
		357 / 379	00	02	50
		363	00	07	80
		368 368 / 490	00	11	00
		366	00	08	80
		373	00	04	20
		376	00	02	50
		377 377 / 526	00	00	50
		378	00	04	80

[फा. सं. आर-25011 / 3 / 2013—ओआर-I]

पवन कुमार, अवर सचिव

## MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 24th June, 2013

**S.O. 1188.**—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Liquefied Petroleum Gas from Paradip (Odisha) to Durgapur (West Bengal) Via Haldia a pipeline should be laid in State of Odisha by Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Bishnu Mohan Bhanja, Competent Authority, Indian Oil Corporation Limited, Indian Oil Housing Complex, Balasore – 756 001, Odisha.

#### SCHEDULE

TEHSIL : BALASORE			DISTRICT : BALASORE			STATE : ODISHA		
Sr. No.	Name of the Mouza	Khasara No.	Area			Hectare	Are	Square meter
			4	5	6			
1	2	3						
1	Barakia - 269	313		00	06	70		
		312		00	03	00		
		315		00	00	40		
		316		00	02	30		
		311		00	07	50		
		310		00	01	80		
		321		00	01	30		
		309		00	00	50		
		330		00	02	70		
		329		00	00	20		
		322		00	12	30		
		328		00	02	50		
		323		00	02	00		
		327		00	00	50		
		326		00	01	70		
		319		00	00	20		
		314		00	00	20		
2	Padmapur - 266	323		00	01	60		
		321		00	05	60		
		322		00	04	00		
		319		00	03	20		
		318		00	08	20		
		317		00	00	20		
		298		00	04	10		
		299		00	06	50		
		294		00	09	40		
		285		00	03	40		
		283		00	09	90		
		284		00	04	10		
		258		00	00	20		

1	2	3	4	5	6
2	Padmapur - 266	260	00	10	30
		261	00	04	40
		262	00	06	50
		231	00	01	50
		232	00	01	90
		230	00	08	40
		229	00	00	20
		226	00	04	00
		228	00	05	80
		227	00	07	40
		120	00	09	40
		121	00	03	80
		129	00	02	60
		130	00	08	50
		130/3558	00	01	60
		140	00	07	60
		138	00	10	10
		139	00	04	20
		464	00	02	00
		465	00	01	10
		469	00	05	10
		474	00	05	00
		473	00	03	60
		475	00	04	00
		472	00	01	50
		497	00	10	70
		485	00	02	60
		486	00	03	50
		482	00	01	30
		488	00	00	70
		770	00	00	20
		774	00	03	40
		779	00	01	20
		775	00	00	20
		778	00	05	90
		776	00	01	70
		777	00	01	10
3	Kherana -264	22	00	00	70
		45	00	02	10
		44	00	01	10

1	2	3	4	5	6
3	Kherana -264	43	00	05	00
		41	00	06	50
		50	00	00	30
		51	00	08	10
		52	00	03	60
		53	00	03	40
		54	00	08	10
		55	00	01	40
		57	00	00	30
		77	00	04	50
		108	00	11	10
		93	00	09	20
		94	00	10	00
		90	00	05	00
		95	00	01	70
		449	00	08	30
		447	00	02	40
		448/518	00	08	40
		448	00	08	20
		446	00	00	50
		454	00	06	00
		456	00	13	00
		437	00	07	40
		436	00	02	50
		434	00	08	50
		433	00	08	90
		247	00	02	80
		432	00	04	80
		430	00	04	90
		429	00	03	90
		428	00	04	30
		476	00	00	50
		477	00	04	90
		427	00	01	50
		488	00	02	10
		426	00	00	20
		492	00	18	20
		493	00	05	50
		486	00	03	70
		487	00	02	60

1	2	3	4	5	6
4	Dalasosa - 202	576	00	01	50
		575	00	05	60
		574	00	07	80
		573	00	10	60
		572	00	01	80
		581	00	08	60
		582	00	00	40
		583	00	00	20
		588/852	00	03	80
		588/884	00	03	20
		588	00	07	50
		592	00	08	20
		590	00	04	60
		591	00	04	30
		607	00	01	50
		609	00	00	60
		606	00	07	40
		605	00	03	60
		612	00	02	60
		614	00	03	20
		603	00	00	20
		604	00	03	50
		616	00	00	20
		615	00	11	00
		644	00	05	80
		643/857	00	04	30
		643	00	01	60
		642	00	00	30
		634	00	04	80
		632	00	00	60
		635	00	11	40
		636	00	11	20
		637	00	04	50
		486/871	00	00	50
		482/835	00	00	50
		481	00	03	70
		482	00	01	20
		480	00	01	70
		472	00	05	10
		474	00	00	40

1	2	3	4	5	6
4	Dalasosa - 202	471	00	02	70
		402	00	06	20
		407	00	04	50
		411	00	08	20
		412	00	00	60
		413	00	00	50
		414	00	04	30
		415	00	02	00
		416	00	04	40
		119	00	00	20
		424	00	01	90
		118	00	02	40
		117	00	00	20
		425	00	04	10
		426	00	04	80
		90	00	03	70
		428	00	03	90
		429	00	01	60
		85	00	00	80
		87	00	02	80
		86	00	01	00
		83	00	00	90
		88/851	00	00	30
		81	00	00	80
		82	00	01	90
5	Barangia - 201	403	00	01	70
		401	00	05	00
		400	00	02	00
		394	00	03	60
		393	00	07	50
		365/474	00	07	40
		365	00	00	60
		366	00	04	70
		379	00	02	20
		376	00	05	80
		375	00	05	70
		377	00	01	30
		374	00	05	80
		373	00	02	40
		371	00	02	80

1	2	3	4	5	6
5	Barangia - 201	372	00	02	40
		354	00	02	60
		370	00	07	20
		358	00	05	40
		332/450	00	00	20
		339	00	04	70
		338	00	05	80
		334	00	01	70
		335	00	04	10
		333	00	05	10
		317	00	00	90
		318	00	04	80
		319	00	06	40
		293	00	04	30
		295	00	07	10
		296	00	04	80
		300	00	00	20
		297	00	05	30
		299/439	00	06	70
		281	00	04	20
		280	00	02	90
		275	00	07	90
		276	00	00	20
		277	00	09	60
6	Pakharsaun - 204	364	00	01	50
		366	00	04	60
		365	00	05	40
		359	00	05	60
		362	00	00	80
		360	00	00	70
		361	00	03	10
7	Bangra - 199	195	00	02	60
		196	00	02	80
		197	00	03	30
		198	00	04	10
		199	00	00	30
		199/1618	00	03	60
		204	00	01	60
		203	00	04	70
		201	00	00	70

1	2	3	4	5	6
7	Bangra - 199	202	00	04	60
		212	00	00	20
		213	00	04	70
		216	00	03	70
		220	00	01	00
		215	00	00	20
		219	00	00	60
		217	00	05	90
		218	00	06	50
		254	00	02	90
		257	00	00	20
		785	00	02	80
		784	00	06	10
		810	00	03	20
		811/1609	00	03	70
		811	00	01	30
		807	00	02	20
		806	00	07	10
		803	00	10	10
		803/1770			
		802	00	06	90
		801	00	05	60
		843	00	06	70
		842	00	05	30
		849	00	11	70
		850	00	00	50
		848	00	01	80
8	Chakadaruhati -200	1	00	01	60
		2	00	01	60
		3	00	04	30
		31	00	00	20
		27	00	03	30
		28	00	01	60
		29	00	02	60
		26	00	02	30
		30	00	00	30
		26/121	00	05	00
		25	00	02	70
		24	00	00	40
		23	00	04	50

1	2	3	4	5	6
8	Chakadaruhati -200	35	00	02	30
		22	00	03	00
		96	00	03	70
		95	00	04	20
		94	00	02	20
		93	00	02	10
		37	00	00	20
		86	00	05	50
		87	00	03	00
		85	00	08	20
		84	00	00	50
		88	00	04	30
		81/127	00	03	90
		80	00	02	00
		81	00	04	30
		53	00	00	90
		52	00	00	20
		54	00	02	10
		55	00	00	50
		57	00	00	20
		56	00	03	50
		51	00	03	70
		50	00	00	40
		49	00	00	90
		46	00	00	40
		47	00	07	20
9	Pachhuria - 169	825	00	08	60
		826	00	03	80
10	Korkora - 198	110	00	05	90
		117	00	01	60
		123	00	06	70
		122	00	05	80
		127	00	12	40
		127/480 }			
		130	00	05	80
		133	00	00	90
		131	00	00	50
		131/463 }			
		131/409	00	01	80
		137/434	00	06	00
		136	00	06	30
		138	00	00	40
		138/474 }			

1	2	3	4	5	6
10	Korkora - 198	139	00	05	50
		139/451	00	00	30
		141/410	00	07	60
		142	00	04	20
		188 } 188/530	00	06	30
		189	00	03	90
		185	00	01	40
		186	00	02	80
		177	00	04	30
		178	00	00	20
		353	00	14	80
		353/394	00	07	50
		358	00	01	30
		357 } 357/550	00	05	30
		357/379	00	02	50
		363	00	07	80
		368 } 368/490	00	11	00
		366	00	08	80
		373	00	04	20
		376	00	02	50
		377 } 377/526	00	00	50
		378	00	04	80

[F.No. R-25011/3/2013-OR-I]  
PAWAN KUMAR, Under Secy.

नई दिल्ली, 24 जून, 2013

**का. आ. 1189.**—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि उड़ीसा राज्य में पारादीप (उड़ीसा) से दुर्गापुर (पश्चिम बंगाल) तक वाया हल्दिया एलपीजी परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इससे उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री बिशनु मोहन भांजा, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, इंडियन ऑयल हाउसिंग काम्पलेक्स, बालासोर . 756 001, (उड़ीसा) को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

तहसील : रेमुणा		जिला : बालासोर	राज्य : उड़ीसा		
क्रम सं.	मौजा का नाम	खसरा नं.	क्षेत्रफल		
1	2	3	हेक्टेयर	एयर	वर्ग मीटर
1	मेघडम्बरु — 172	54 / 552	00	00	80
		53	00	08	60
		52 / 547	00	03	20
		51	00	03	60
		49 / 542	00	01	10
		48 / 539	00	02	80
		47 / 536	00	04	20
		46 / 538	00	15	50
		46 / 537	00	00	20
		46	00	15	00
		47	00	01	60
		45 / 543	00	06	50
		44	00	09	90
		43	00	00	20
		43 / 728			
		43 / 739			
		43 / 730			
		41 / 532	00	00	20
2	कोरडा — 196	642	00	00	30
		638	00	00	40
		601	00	03	20
		601 / 850			
		601 / 850 / 1192			
		601 / 856			
		601 / 863			
		601 / 883			
		601 / 883 / 1301			
		601 / 883 / 1302			
		601 / 905			

1	2	3	4	5	6
2	कोरडा — 196 (जारी....)	601/972			
		601/1060			
		602	00	07	20
		602/1045			
		602/1163			
		603	00	12	60
		603/857			
		603/857/1195			
		603/857/1196			
		603/864			
		603/887			
		603/887/1299			
		603/887/1300			
		604	00	04	20
		626	00	00	60
		625	00	09	70
		606	00	07	20
		605	00	04	40
3	बामपदा — 176	870	00	02	90
		861	00	04	70
		860	00	07	20
		857	00	13	40
		857/1028			
		857/1114			
		853	00	07	00
		853/1011			
		852	00	02	10
		830	00	06	60
		829	00	06	40
		828	00	01	30
		828/1209			
		828/1613			

[फा. सं. आर—25011/10/2013—ओ आर—I]

पवन कुमार, अवर सचिव

New Delhi, the 24th June, 2013

**S. O. 1189.**—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Liquefied Petroleum Gas from Paradip (Odisha) to Durgapur (West Bengal) Via Haldia a pipeline should be laid in State of Odisha by Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Bishnu Mohan Bhanja, Competent Authority, Indian Oil Corporation Limited, Indian Oil Housing Complex, Balasore – 756 001, Odisha

**SCHEDULE**

TEHSIL: REMUNA		DISTRICT: BALASORE	STATE: ODISHA		
Sr. No.	Name of the Mouza	Khasara No.	Area		
			Hectare	Are	Square meter
1	2	3	4	5	6
1	Meghadambaru -172	54/552	00	00	80
		53	00	08	60
		52/547	00	03	20
		51	00	03	60
		49/542	00	01	10
		48/539	00	02	80
		47/536	00	04	20
		46/538	00	15	50
		46/537	00	00	20
		46	00	15	00
		47	00	01	60
		45/543	00	06	50
		44	00	09	90
		43	00	00	20
		43/728			
		43/739			
		43/730			
		41/532	00	00	20
2	Korara -196	642	00	00	30
		638	00	00	40
		601	00	03	20
		601/850			

1	2	3	4	5	6
2	Korara -196 (contd.)	601/850/1192			
		601/856			
		601/863			
		601/883			
		601/883/1301			
		601/883/1302			
		601/905			
		601/972			
		601/1060			
		602	00	07	20
		602/1045			
		602/1163			
		603	00	12	60
		603/857			
		603/857/1195			
		603/857/1196			
		603/864			
		603/887			
		603/887/1299			
		603/887/1300			
		604	00	04	20
		626	00	00	60
		625	00	09	70
		606	00	07	20
		605	00	04	40
3	Bmpada -176	870	00	02	90
		861	00	04	70
		860	00	07	20
		857	00	13	40
		857/1028			
		857/1114			
		853	00	07	00
		853/1011			
		852	00	02	10
		830	00	06	60
		829	00	06	40
		828	00	01	30
		828/1209			
		828/1613			

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 27 मई, 2013

**क्रम 1190** — औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन बैंक के प्रबंधनतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ 73/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 27/5/2011 को प्राप्त हुआ था।

[सं. एल-12011/16/2011-आई. आर. (बी-II)]

शीश राम, अनुभाग अधिकारी

### MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 27th May, 2013

**S.O. 1190.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 73/2011) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workman, which was received by the Central Government on 27-05-2013.

[No. L-12011/16/2011-IR(B-II)]

SHEESH RAM, Section Officer

### ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHENNAI

Thursday, the 21st March, 2013

**Present: A.N. JANARDANAN, Presiding Officer**

### Industrial Dispute No. 73/2011

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Indian Bank and their workman).

### BETWEEN

The General Secretary : 1st Party/Petitioner Union  
Indian Bank Employees Union  
6, Moore Street, Mannady Corner  
Chennai-600001

### Vs.

The General Manager : 2nd Party/Respondent  
Indian Bank, Head Office  
Rajaji Salai, Chennai-600001

### Appearance:

For the 1st Party/Petitioner : Sri J. Thomas  
Union Jeyaprabhakaran  
Authorised  
Representative

For the 2nd Party/

: M/s T.S. Gopalan & Co.,

Respondent

Advocates

### AWARD

The Central Government, Ministry of Labour and Employment *vide* its Order No. L-12011/16/2011-IR (B-II) dated 18.08.2011 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

"Whether the action of the management Indian Bank, Chennai in imposing the punishment of "be brought down to two stages with cumulative effect for one year upon Shri Maouninadane, Ex-Clerk/Shroff *vide* order dated 27.09.2008 is just and legal? What relief the Union is entitled to?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 73/2011 and issued notices to both sides. Both sides entered appearance through their respective counsel and filed their claim, Counter and Rejoinder Statement as the case may be.

3. The contentions in the Claim Statement briefly read as follows:

The First Party Petitioner who had joined the services of Indian Bank as Clerk while was working at Pondicherry Main Branch during 2001 was suspended on 12.04.2005 alleging irregularities in respect of operations in the godown of M/s New Horizon Sugar Mills Ltd. on 11.01.2001 to 13.01.2001 and 15.01.2001 to 18.01.2001. Some other employees *viz.* the T.J. Ubendran, Sri C. Balasundram, Sri V.R. Jothi, Sri S. Arumugam and Sri M. Veerasamy were also similarly alleged and were suspended. Reply was given to Show Cause Notice dated 07.03.2007. Later he was charged sheeted alleging Charge No. 1, that on 12.01.2001 he received the godown keys of M/s New Horizon Sugar Mills at 10.30 A.M. from the officials of the Pondicherry Main Branch and returned back the same at 4.30 P.M. on the same day as per Godown Key Register. However on perusal of combined transaction log of the day it was observed that he had entered transactions in the computer system using his User-Id CMN 024 at 13.12, at 13.13, 14.47 and 16.11 on that day indicating that he had been at the branch at the times specified when he was supposed to be at the godown for re-arrangement of stocks on that day. The same has been the situation in regard to the other charges *vis.* 2-5 as detailed in the Claim Statement. What the above is that petitioner did not remain at the godown during the re-arrangement of stocks on the days mentioned above keeping the godown open to the mill officials for their disposal, a gross violation of HO guidelines in respect of Key Cash Credit (KCC) operations. Shortage of stocks was detected later on in the godowns in which he has been supposed to remain throughout the re-arrangement of stocks. Preliminary and regular enquiries were held which is a sham and eyewash exercise flouting laid down norms and procedures.

To the demand of the defence of the original of the exhibits for verification it was ordered by the Enquiry Officer that CSE or DR might verify them at the Circle Office, Pondicherry at their convenience which is not the contemplated course. Thus, the exhibits lost its evidentiary value. No witness was produced by the Management denying opportunity of cross-examining him. Enquiry Officer simply chose to act on the dictates of his superior. The witnesses available in the Bank could well be produced as witnesses. The whole process is vitiated. It is evident that only under specific instructions from the administration they had undertaken the job which is not an allegation of deserting the post and proceeding on to attend their personal work. The allegation has been the same in the case of other employees too. All would not have so conducted themselves in such an identical manner unless there had been specific instructions from the administration. It is not just and fair to later on find fault with the staff alleging serious irregularities after having directed them at an earlier stage to act in a particular manner. Only with a view to clarify on the above aspects the defence representative insisted on producing some officials who worked at the branch during the relevant period as management witnesses. Normally the godown lock keys are kept inside the safe room. One Officer and the Cashier jointly operate the safe room under dual lock system. Hence the normal practice followed by the Clerk and Officer to operate the godown keys was to take out or lodge the godown keys in the safe room as and when it is operated by the Cash Officer and Cashier. Under such a situation there had been every possibility that coordinating with the safe room operation by the Cash Section the godown keys were taken out much earlier to leaving on godown work or lodge them with considerable delay after returning from the godown. Due to non-production of witnesses such an eventuality could not be got clarified. Maouninadane has been singled out for gross discrimination for his denial of the charges and stand for enquiry. The other four CSEs to avoid the embarrassing enquiry voluntarily accepted the charges and got brought down in the scale of pay by one stage. While so, Maouninadane was brought down by two stages with cumulative effect. While charge against Maouninadane was that he had left the godown during rearranging work inside the godown, that against C. Balasundaram was more serious under various counts. In his case on accepting his charges he was let off with liberal punishment. The same is the case with V.R. Jothi, S. Arumugam and M. Veerasamy. Mind of Appellate Authority is dominated by prejudice. Maouninadane has been discriminated with haras and disproportionate punishment compared with similarly placed others. There is no mention of cumulative effect of punishment under Sub-Clauses-6(a) to 6(i), except under 6(f). Non-specifying the period of reduction as one or two years had been spelt out even though he has reached the maximum scale of pay in 1994 itself and also drawn three stagnation increments before

the punishment was imposed. Disciplinary Authority ought to have mentioned in the punishment order the period of reduction in tune with IBA guidelines. Notwithstanding the justified contention of the charge sheeted employee in reply to the findings of the enquiry officer dated 12.03.2008 to the effect that the five charges were proved, the punishment was imposed. The ID raised having failed the reference is occasioned. The punishment is illegal, unjustified and is in victimization, discrimination and unfair labour practice. It is mere distortion of facts of the Appellate Authority to find that penalty was based on the gravity of the charges proved and the circumstances. Only when the Cash Safe is operated by the Cashier the Godown Operator can lodge the keys until then the godown keys are in the custody of concerned staff only. Despite the assurance of the Enquiry Officer that Defence Representative's views may be taken note of the findings does not contain any mention of it. Evidence has to be re-appreciated under Section-11A of the ID Act and independent conclusion is to be arrived at. The action is to be held as illegal and unjustified and for consequential relief, it is prayed.

4. Counter Statement averments briefly read as follows:

One of several types of credit facilities provided to business borrowers by the Bank is Key Cash Credit (KCC) by which against the pledge of stock with the borrower's godown credit facility will be given and the stocks will be under the lock and key of the Bank for the specified limit and for the specified purpose. When the sanction of credit is made the stock offered for pledge will be verified and entries will be made into the Stock Register maintained at borrower's godown duly signed by the representatives of borrower and the Bank. Thereafter whenever the borrower wants to lodge further stock or release of stock from the godown or re-arrange the stock he should make a requisition to the Bank upon which the Bank will deploy its staff (Godown Keeper) with the key in its safe custody and the concerned staff who is deployed to the borrower's godown should remain physically present till the requirement of the borrower is met. In the concerned branch a godown key movement register has been maintained and entries on movement of keys are to be made by those who are deputed to the godown of the branch. The Clerk who is assigned with this job (Godown Keeper) will be paid a special allowance for the day he attends to such work, apart from meeting his conveyance expenses. The Pondicherry branch of the Respondent extended KCC limit to the borrower by name New Horizon Sugar Mills Ltd.", Ariyur, in 2004, it came to light that the borrower had removed the stock in excess to what was actually released by the Bank. When it was probed into, it was found that the Clerks who were deployed to the borrower's godown were leaving the key with the borrower and were not present in the borrower's premises during the release/lodgment of stocks into the godown. Taking advantage of the situation, the borrower

had drawn stock more than that was entered in the godown register as well as reported to the branch. Due to this, there was a shortage of stock under pledge to the Bank. An investigation was held into this irregularity in the borrower's KCC account and it was noticed that the concerned workman and four others had not acted in a responsible manner and their failure to the present in the borrower's godown during lodgment/release of stocks had resulted in shortage of stock and thereby impaired the value of security for the loans advanced to the borrower. Investigation revealed that on 12.01.2001, 13.01.2001, 15.01.2001, 16.01.2001 and 17.01.2001 the concerned workman had taken the godown key by affixing his signature in the Key Movement Register at different timings in the mornings for taking possession of the keys and also signed the key Movement Register to record that the keys were returned at different timings in the evenings of the above days. Therefore, during the period from opening the godown with the keys taken from the Bank till closing the godown on all the five days the workman ought to have remained in the borrower's godown to ensure that the stock in the godown does not go out of the gate without being accounted for in the books. However, in between the said period on all five days the concerned workman had come to the branch keeping the godown open and carried out transactions using his User-Id and confidential password (evidencing his presence in the Branch) when he was supposed to be in the godown opened by him for operations. It became evident that since he was not present in the godown the borrower stealthily removed the pledged stocks of sugar bags for which the Bank loan advanced. Similarly, four other Clerks also indulged in similar acts of not remaining in the godown during operations. Disciplinary action was initiated against all the five Clerks including the concerned workman. The other four Clerks admitted the charges and pleaded for leniency and punishment of bringing down in scale of pay by one stage for one year without cumulative effect was imposed. Since the petitioner did not accept the charges after a proper enquiry in terms of principles of natural justice, the punishment of bringing down his basic pay by two stages in the scale of pay with cumulative effect was imposed against him as per bipartite settlement on 27.09.2008 which was confirmed in appeal on 17.03.2009. The punishment is fully justified and shall not be interfered with. It is subject to judicial review only on the ground of violation of principles of natural justice, perversity of the findings or is an act of victimization only. It is not alleged that there is victimization. The concerned workman by pursuing the domestic enquiry put himself in a different standing than that of other four Clerks. He cannot make plea to equate him with those who admitted their guilt and were given lesser punishment. The claim is to be rejected.

5. Rejoinder averments in a nutshell are as follows:

It cannot be said that petitioner had returned to the branch only at the time the key had been lodged as per Key Movement Register. It is incorrect to allege that since the node has been operated it is established that he had deserted his post at the godown. His explanation has not been taken into the least consideration. Bipartite Settlement does not provide for leniency on admitting the charges by a delinquent. Leniency to one and being harsh to another in co-equal situations is also on subjective conclusions and proclivities. Hence natural Justice is violated. Finding was biased and vitiated. It is a case of victimization with discriminatory punishments. The ego centric and deeply prejudiced mindset of the administration is rendered apparent on a casual perusal of the averment in the Counter. If only the prosecution had brought before the forum the officials who had certified the documents and had worked at the branch at the relevant point of time the employee would have brought out the fact and established his innocence through the cross-examination of the said witnesses by putting forth the circumstances and facts from his side to rebut the charges. The administration defeated the very purpose behind holding the departmental enquiry. It is clear that the Respondent in not having traversed the various allegations in the Claim Statement evidences the weak footing of the Respondent.

#### **6. Points for consideration are:**

(i) Whether the punishment of "be brotth down to two stages with cumulative effect for one year" upon Sri Maouninadane, Ex-Clerk/Shroff is just and legal?

(ii) To what relief the concerned workman is entitled?

7. Evidence consists of the testimony of WW1 and Ex. W1 to Ex. W16 on the petitioner's side and Ex. M1 to Ex. M21, marked on consent with no oral evidence adduced on the Respondents' side.

#### **Points (i) & (ii)**

8. Heard both sides. Perused the records, documents, evidence and written arguments on the petitioner's side. Both sides keenly argued in terms of their specific case in their respective pleadings with reference to documents and evidence. There is violation of principles of natural justice denying reasonable opportunities to the petitioner culminating in perverse finding. The employee is discriminated and victimized by singling out for a disproportionate and harsh punishment. No original documents are produced for verification or no witness has been produced. Thus valuable opportunity of rebutting the charges by cross-examining any relevant witnesses is denied vitiating the proceedings. In this case admittedly no witness was produced on the Respondent's side. The originals of the documents were also not produced. The petitioner was being given opportunity to verify the documents leaving it ambiguous as to where they were with different and inconsistent version that it may be with Circle Office, Pondicherry or with the CBI. Only xerox copies

were available during the enquiry. There was no opportunity to the petitioner to rebut the case against the employee by cross-examining the witness not placed before the enquiry. There was no reasonable opportunity to the employee in the enquiry. This is a circumstance to hold that the enquiry is vitiated necessarily culminating in a perverse finding. Regarding the conduct of the employee to have stood up for enquiry, putting him to have adopted a different stand merely for that reason as to treat him no similar with the other delinquents in terms of the charges allged against them does not sound reasonable. Discernibly for more serious charges against the other delinquents they received lesser punishments. It shows that the workman has been singled out and discriminated for victimization in the matter of punishment. There lies violation of principles of natural justice. With the upgradation of the account in question from sub-standard as evidenced from Ex. M10, it is established that the framing of the charges had been on a wrong premise.

9. On perusal of the whole materials I am led to the conclusion that the action against the employee in this case has not been after a properly conducted enquiry with due regard to the principles of natural justice. The claim of the defence to produce originals of the documents has not been responded by the Management in a legal and proper manner. The workman was being required by the Management to examine the original wherever they are without themselves being certain as to whether they were in the Circle Office or with the CBI. The management has also not been circumspect to produce witnesses to prove the charges against the CSE despite the demand thereto from the CSE. It is the bounden duty of the Management to prove the allegations in the charge sheet against a delinquent when he is put on enquiry. When that course is not adopted by the Management the reasonable opportunity of the CSE is deprived to him in cross-examining the witness to bring out the truth. The decision arrived at through the medium of the said enquiry has also thereby rendered the finding perverse. The finding discernibly rests not on any legal evidence. There is the absence of even any logically probative material enabling a conclusion that the employee is guilty. There is also no circumstantial evidence leading to the conclusion that in the commission of the socalled fraud, later with the unfolding of the fact that no such fraud has actually taken place, the employee is in any way liable or responsible. The finding rendered by the Enquiry Officer is not on the basis of even any logically probative material but is only on inferences falling to the realm of surmises and conjectures. The enquiry without conforming to the principles of natural justice cannot be upheld. Though the employee may avail the opportunity of citing and examining witnesses which the prosecution omitted to produce and examine, in order to substantiate his contentions or rebut the case against him, he can be left to adopt that course only after the prosecution

has done its part of at least *prima-facie* proving the case against the CSE. The punishment is also shown to suffer from illegality, injustice, victimization and discrimination. In such cases invocation of the power under Section-11A of the ID Act by the Tribunal is justified. When there is violation of principles of natural justice in the enquiry and perversity in the finding or there is victimization the Court's power to interfere under Section-11A is well settled. This is a case where the employee was prejudiced by reason of the violation of the principles of natural justice and lack of fairness or propriety in holding the enquiry.

10. On all the above considerations, I am led to hold that the enquiry is not fair and proper, the finding is perverse and the punishment is not just and legal. The same is therefore set aside and the Management is ordered to restore his benefits and disburse the arrears forthwith.

11. The reference is answered accordingly.

(Dictated to the P.A., Transcribed and typed by him, corrected and pronounced by me in the open court on this day the 21st March, 2013)

A. N. JANARDANAN, Presiding Officer.

#### **Witnesses Examined:**

For the 1st Party/Petitioner : WW1, Sri C.  
Union Maouninadane

For the 2nd Party/  
1st Management : None

#### **Documents marked on the side of the Petitioner**

<b>Ex.No.</b>	<b>Date</b>	<b>Description</b>
Ex.W1	12.07.2007	Charge Sheet issued to Sri C. Maouninadane
Ex.W2	05.11.2007	Enquiry proceedings held on 05.11.2007, 10-11-2007, 22.11.2007 and 11.01.2008
Ex. W3	31.03.2003	Letter from thousand lights to the Chief Manager, Pondicherry Main Branch
Ex. W4	06.02.2008	Letter from the Defence Representative enclosing the defence summing up
Ex. W5	17.01.2008	Brief from the Presenting Officer
Ex. W6	17.03.2008	Letter from the Circle Office, Pondicherry Ref: COP: VGAS:CS 262-6: 2007-2008 enclosing the Enquiry Officer's findings
Ex. W7	02.04.2008	Comments on the findings of the Enquiry Officer by the Charge Sheeted Employee

Ex. W8	05.09.2008	Show Cause Ref: COP:VGAS:CS: 262-9: 2008-09 from Circle Office, Pondicherry to Sri C. Maouninadane proposing the punishment	Ex. M5	—	Combined Transaction Log for 15.01.2001—3 Sheets
Ex. W9	23.09.2009	Reply to the second show cause by the Charge Sheeted Employee	Ex. M6	—	Combined Transaction Log for 16.01.2001—14 Pages
Ex. W10	27.09.2008	Letter Ref. COP:VGAS:CS:262-11: 2008-09 from the Disciplinary Authority enclosing the speaking order	Ex. M7	—	Combined Transaction Log for 17.01.2001—22 Pages
Ex. W11	17.03.2008	Letter Ref COP:VGAS:CS:262-14:APP:2008-09 enclosing the orders of the Deputy General Manager/Appellate Authority	Ex. M8	—	Special Transaction Log for 13.01.2001—One Sheet
Ex. W12	15.04.2009	Letter Ref: IRC:ALC/2009-Reply submitted by the Management to the Asstt. Labour Commissioner©	Ex. M9	—	Special Transaction Log for 13.01.2001—One Sheet
Ex. W13	09.09.2009	Letter Ref: IRC:ALC/2009-Reply submitted by the Management to the Asstt. Labour Commissioner©	Ex. M10	31.03.2003	Letter from Asstt. General Manager
Ex. W14	08.09.2007	Letter Ref: COP:VGAS:SCN:249-7:PUN:2007-08 issued by the Disciplinary Authority enclosing the speaking orders to Sri V.R. Jothi	Ex. M11	08.02.2003	Stock Audit of New Horizon Sugar Mills Limited—Report of Dwaraka and Associates Chartered Accountants addressed to Bank—two Pages
Ex. W15	28.02.2008	Letter Ref: COP:VGAS:SCN:247-9:2007-08 by the Appellate Authority enclosing the orders of the Appellate Authority to Sri C. Balasundaram	Ex. M12	27.01.2003	Report from Dwaraka and Associates Chartered Accountants addressed to Bank—Audit Report—13 Pages
Ex. W16	04.09.2007	Leeter Ref: COP:VGAS:SCN:248-4:2007-08-Second Show Cause Notice proposing the punishment issued to Sri T.J. Ubendran by the Disciplinary Authority	Ex. M13	—	Godown card in respect of Godown Nos. 1, 2, 3A, 4, 5, 5A and 6—12 Sheets
Ex. M1	17.03.2007	Memo issued to C. Maouninadane by the Bank	Ex. M14	15.09.2008	Proceeding of Personal Hearing
Ex. M2	12.04.2007	Reply of Maouninadane to the Bank to the memo dated 17.03.2007.	Ex. M15	20.09.2008	Letter from Disciplinary Authority to the Petitioner advising him to submit his written statement before 23.09.2009
Ex. M3	10.11.2007	Letter of Maouninadane informing the name of his defence representative in the enquiry	Ex. M16	12.11.2008	Appeal by Maouninadane against the order of the Disciplinary Authority
Ex. M4	09.03.1999/28.09.2002	Godown Key Movement Register 4—13 Sheets	Ex. M17	08.09.2007	Order of Disciplinary Authority issued to T.J. Ubendran, Clerk/ Shroff (Mr. T.J. Ubendran has not made any appeal against the order dated 26.09.2007)
			Ex. M18	28.02.2008	Order of Appellate Authority issued to V.R. Jothi
			Ex. M19	19.09.2007	Order of Disciplinary Authority issued to M. Veerasamy, Clerk/ Shroff (He has not made any appeal against the order dated 19.09.2007)
			Ex. M20	26.08.2008	Letter from AGM/DA to S. Arumugam, Asstt. Manager—Punishment of "Reduction in one stage in present scale of

#### Documents marked on the side of the Management

Ex.No.	Date	Description
Ex. M1	17.03.2007	Memo issued to C. Maouninadane by the Bank
Ex. M2	12.04.2007	Reply of Maouninadane to the Bank to the memo dated 17.03.2007.
Ex. M3	10.11.2007	Letter of Maouninadane informing the name of his defence representative in the enquiry
Ex. M4	09.03.1999/28.09.2002	Godown Key Movement Register 4—13 Sheets

Ex. M18	28.02.2008	Order of Appellate Authority issued to V.R. Jothi
Ex. M19	19.09.2007	Order of Disciplinary Authority issued to M. Veerasamy, Clerk/ Shroff (He has not made any appeal against the order dated 19.09.2007)
Ex. M20	26.08.2008	Letter from AGM/DA to S. Arumugam, Asstt. Manager—Punishment of "Reduction in one stage in present scale of

pay for one year ....."  
(He has not made any appeal  
against this order)

Ex. M21 26.08.2008 Charge Sheet

नई दिल्ली, 27 मई, 2013

**कथा . 1191—**ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 54/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 27/5/2011 को प्राप्त हुआ था।

[सं एल-12011/84/2010-आई आर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 27th May, 2013

**S.O. 1191.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947(14 of 1947), the Central Government hereby publishes the Award (Ref. No. 54/2011) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workman, which was received by the Central Government on 27.05.2013.

[No. L-12011/84/2010-IR(B-II)]  
SHEESH RAM, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Thursday, the 21st March, 2013

Present: A.N. JANARDANAN

Presiding Officer

**Industrial Dispute No. 54/2011**

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Bank and their Workman)

#### BETWEEN

The General Secretary : 1st Party/Petitioner Union  
Indian Bank Employees' Union  
6, Moore Street, mannay Corner  
Chennai-600001

Vs.

The Dy. General Manager : 2nd Party/Management  
Indian Bank Circle Office, 46-51  
Katpadi Road, Vellore-632004

#### Appearance:

For the 1st Party/Petitioner : Sri. J. Thomas  
Jeyaprabakaran,  
Authorized  
Representative

For the 2nd Party/  
Management : M/s T.S. Gopalan & Co.  
Advocates

#### AWARD

The Central Government, Ministry of Labour and Employment vide its Order No. L-12011/84/2010-IR (B-II) dated 27.5.2011 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

"Whether the management of Indian Bank, Chennai in justified in retaining a sum of Rs. 86,167 of Sri. K. Dasarathan, an Ex-Clerk-cum-Shroff (retired) released from the PF Amount? What relief the workman is entitled for?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 54/2011 and issued notices to both sides. First Party Petitioner was represented by Authorized Representative and Respondent by Advocate who filed their Claim, Counter and Rejoinder Statement as the case may be.

3. The averments in the Claim Statement briefly read as follows:

Sri. K. Dasarathan, Retired Clerk-cum-Shroff of Virupakshipuram Branch was issued memo dated 16.06.2007. It was based on a fraud occurred in 2005 in certain accounts at the Arni Branch where he was then working. The perpetrator of the fraud was an Assistant Manager of the Branch, who on complaint was arrested by Police. Dasarathan stood alleged of being negligent due to which the fraud took place. He was due for retirement on 31.01.2008 with an unblemished service of more than three decades. As per the Bipartite Settlement governing disciplinary action of award staff, an award staff can be subjected to disciplinary proceeding during the course of his service and any unconcluded proceeding ceases with his demitting the office. The administration abruptly issued Charge Sheet-cum-Show Cause dated 09.01.2008. He submitted reply which was without any iota of delay on his part because of intervening circumstances narrated in the Claim Statement. On 23.01.2008 he was served communication intimating non-receipt of his reply on or before 22.01.2008 but having not been received domestic enquiry was ordered. Second letter of the same date informed enquiry being held on 24.01.2008. It shows undue haste and intention of management to exert undue pressure on the employee to submit to the dictates of the management which is unjust and unfair. It is unfair labour practice for the administration to sit on the head of the employee. ID was raised for

allowing him to retire peacefully. While so, he retired on 31.01.2008 and he was duly relieved. The dispute was then closed as otherwise disposed of. But while settling his terminal benefits a sum of Rs. 86,167/- was retained from the Employer's PF Contribution. From the PF receipt it is evident that the trustees of the Indian Bank Staff Provident Fund have settled the full amount. Administration effected the recovery while disbursal only. The retention of the amount is in total contravention of the Staff Provident Fund Rules. Rule-17 permits such deduction in specific eventualities. Administration is not having authority of deducting any amount from PF contribution of employee or employer. Under Rule-19 the Bank has to intimate the trustee to make deduction. It was illegal on the administration to retain the amount unilaterally. It is not established that the employee has been guilty of any misconduct or negligence causing financial loss to the Bank. Sastry Award is also against the action. He has been singled out for discrimination. As against the Asstt. Branch Manager Mr. Elango and six other Officers and Clerks no recovery was made from any other staff. Dispute raised against having ended in failure reference is occasioned. The action is illegal, unjustified and is in victimization and unfair labour practice. The Respondent is to be directed forthwith to release the impounded amount with interest and costs after holding the action as illegal and unjustified.

4. Counter Statement averments briefly read as follows:

The duties and powers of the bank employees are codified either in the form of manual or circulars. The main objectives of the "Know Your Customer" (KYC) guidelines are mentioned in the Deposit Manual 2006, Page No. 2.4.1 to 2.5 is that it is not only for preventing money laundering, for opening of account but also for control of the account, close monitoring of all transactions and also minimize frauds and misappropriation and potential loss which may happen in a Bank. Point-2.5 lays down customer's acceptance policy, identification procedures, monitoring transactions. Page-1.1.8 gives the operational guidelines of low income group customers. 1.6 is customer identification is ongoing process and KYC norms enforced to old accounts wherever required. Page-4.4.5 item no. 35 procedure for inoperative and scarcely account. Managers manual 2006, Page No. 292 and 293 give what is risk based Management. The identified areas of risk are non-adherence of systems and procedures, lack of internal control, negligence of employee and willful blindness. The transaction which should arouse suspicion is surge in activity level, inconsistent transaction in volume and purpose of account. How to debit a transaction by a ledger clerk and how to make payment by the payment cashier is mentioned in Deposit Manual 2006. Payment Cashier should obtain signature of receiver of payment on the back of the instrument whenever required in order to compare the signature with the one already there in the instrument.

No employee is required to carry out orders of his superiors which are either illegal or contrary to the procedures laid down by the Bank. If an employee commits irregularity he must be deemed to have done it at his own risk. It shall not be open to say that he did it on the instructions of his superiors. If any loss is occasioned to the Bank concerned employee is liable to make good the loss. It is the case of the Bank that by reason of failure on the part of the concerned clerk in not discharging his work with regard to transactions of accounts of certain deceased customers a loss of Rs. 86,167/- occasioned to the Bank and therefore the said amount was adjusted against the moneys payable to him. Respondent Bank is a nationalized Bank authorized as Pension Disbursing Authority for payment of pension to the retired government servants of the Government of India. Based on Pension Payment Order and as per the notified DA pensioners having account with the Respondent Bank are paid pension, which the Bank thereafter gets reimbursed from the Government. In 2005-2006 the Arni Branch was already in "*Total Branch Computerization*" (TBC) category and was undergoing the process of switch over to Core Banking Solutions (CBS). While so, noting some irregularities in the payment of pension to some pensioners an investigation was held which brought to light that pension was paid after death of some pensioners by means of withdrawal slips crediting large amounts with the pension account of such deceased pensioners by debiting Government of India Pension Account. Thereafter, withdrawal of the amount was engineered presenting withdrawal slip by unauthorized persons. The fraud was perpetrated by the Assistant Branch Manager. The role of the workman was that as a Ledger Clerk he had accepted withdrawal slips without the mandatory Pass Book, who did not examine for any apparent error or mistake in the instrument and allowed the token to be issued by Sub-Staff at the instance of the Assistant Branch Manager. Further as a payment cashier he had made the payments through the withdrawal slips without the mandatory Pass Book and without obtaining signature of the person who was actually receiving the Cash. The transactions relate to the deceased pensioners such as Mrs. Jagadambal, Mrs. K.S. Susai Mary, Mr. Chinnappa, Mrs. Noorzahan, Mr. P. Sekar and Mrs. Rani where unauthorized issuance of token for payments or withdrawal slips were not accompanied by the Pass Book and without taking the signature of the payees of the amounts, thus perpetrating unauthorized withdrawal of money from the deceased pensioners' accounts. Disciplinary action was initiated against the Assistant Branch Manager, Mr. M. Elango and the workman with six others. Mr. Elango was dismissed, others were also appropriately punished. Show Cause Notice was issued to the employee to which he gave a reply but not disputing the fraudulent withdrawal or his handling of those transactions. His explanation was that due to heavy business the superiors must have collected the instrument and issued token and that he would

make entries at his convenient time, that he must have taken the identification of the presenter by the Officer that the token were not issued by him, that he used to call the token number through the display system requiring the party to tell the amount being withdrawn and would have proceeded to make the payment which are not tenable. Charge Sheet was issued on 09.01.2008 but before enquiry could be commenced he retired on 31.01.2008. A sum of Rs. 86,167/- was withheld from his PF dues under the Sundry Deposit to the extent of the loss caused to the Bank by reason of his negligence, the action is justified. The recovery of the amount lost would not amount to punishment. His retirement before the completion of the enquiry would not wipe off his liability to make good the loss. The case of the employee falls squarely under Rule 17 of the Staff PF Rules. It is open to the Bank to prove the negligence of the employee and justify the adjustment of the loss from the Bank's contribution to his PF. If and when Bank leads evidence about his negligence he can vindicate his stand about his non-liability. Adjustment of the loss from Bank's contribution to his PF account is in tune with Indian Bank Staff PF Rules. It is not a case deduction but of recovery of loss by way of adjustment. Claim is to be rejected.

5. Rejoinder averments in a nutshell are as follows:

Petitioner alone has been singled out for recovery of Rs. 86,167/. Petitioner had explained the circumstances behind debiting/making payment of the instruments. It has not been established as to any negligence on the part of the employee. Now Respondent is estopped from leading the evidence against him. Responsibility ought to have been established in the manner provided. Negligence cannot be simply alleged. Under Rule-17 deduction has to be carried out by the trustees and be paid to the Bank and is not to be unilaterally deducted by the Management. Money is vested with the Trust only. Bank is estopped from proceeding in any manner against former employee. There is no scope to lead evidence against superannuated employee. No recovery or loss had been effected from any other employees. That the employee facilitated the fraud causing loss to the Bank remains as a mere allegation and is not just and legal. Recovery of the amount is unjust and illegal.

#### 6. Points for consideration are:

(i) Whether the retention of Rs. 86,167/- of Sri K. Dasarathan, Ex-Clerk-cum-Shroff (Retired) from the PF amount is justified?

(ii) To what relief the concerned workman is entitled?

7. Evidence consists of Ex.W1 to Ex.W17 on the petitioner's side marked on consent with no oral evidence on the petitioner's side and that of MW1 and Ex. M1 to Ex. M20 marked on consent on the Respondent's side.

#### Points (i) & (ii)

8. Heard both sides. Perused the records, documents, evidence and written arguments on the petitioner's side. Both sides keenly argued in terms of their definite case in their respective pleadings with reference to documents and evidence. Admittedly, the impugned action against the workman was without finding him guilty in an enquiry properly held. There cannot be any disciplinary proceeding initiated or continued after the so-called delinquent demits his office. The employee retired on 31.01.2008 and was duly relieved. The retention of Rs. 86,167/- from that portion of his PF money forming employer's contribution effected by the administration is not legal in as much as only the trustee of the fund of the fund has the authority to do so. What the management has to do, as per rule is to give intimation to the trustee to make the deduction. Evidently, the employee who superannuated has not been found guilty of the charges of misconduct on account of negligence causing financial loss to the Bank. Evidently, the similar employees do not stand similarly punished by the Management. Hence the case of the employee stands as one singled out for discrimination. From the main culprit Assistant Branch Manager, Mr. Elango and other Officers also no recovery is shown to have been made. What is the specific negligence or the degree of negligence on the part of the employee to facilitate the fraud does not stand established. The very fact that the Respondent Management has expressed its readiness vis-à-vis the necessity of being granted an opportunity to establish the guilt against the employee, *per se* shows that the charges against the employee remains yet to be established warranting any action against him. So much so it is true to uphold the contention of the petitioner that the employee facilitated the fraud causing loss to the Bank remains as a mere allegation and not an established fact. Though the Management availed the opportunity of proving the charge before this forum, because of not having been proved while he was in service holding an enquiry with the required efficacy even after having issued a Charge Sheet but without the same being followed-up, the same has not been successful. According to MW1 he has not ensured whether token was issued by the employee herein. In cases where photos of customers are not provided it is not possible to identify the customers. Specimen signature identification is also not with the payment cashier. Hence the employee could not be held responsible for the fraudulent withdrawal. As against the total loss of Rs. 1,68,000/- the recovery of Rs. 86,167/- constituting more than 50% of the loss from the employee is also arbitrary and illegal. It has not been possible to fix any responsibility or liability or the quantum of loss due to any act of the employee. In view of the above discussion it is only to be held that the action of the Respondent Management against the workman in retaining Rs. 86,167 is not justified and the same is liable to be set aside entitling him to the refund of the same with interest

@ 9% per annum from the date of retention till date of payment. It is so ordered.

9. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 21st March, 2013)

A. N. JANARDANAN, Presiding Officer

**Witnesses Examined:**

For the 1st Party/Petitioner : None  
Union

For the 2nd Party/ : : MW1, Sri S. Selvam  
Management

**Documents marked on the side of the Petitioner**

**Ex.No. Date Description**

Ex.W1 16.04.2008 Letter dated 16.04.2008 to the Asstt. Labour Commissioner, Chennai by the Union.

Ex.W2 08.05.2008 Letter Ref. I RC/Asstt. Labour Commissioner/339/2008 dated 08.05.2008 by the HRM, Deptt. to the Asstt. Labour Commissioner, Chennai.

Ex. W3 25.11.2008 Rejoinder submitted by the Union to the Asstt. Labour Commissioner, Chennai

Ex. W4 26.06.2007 Memo Ref. CO/VLR/VIG/F.311/ 91/2007 dated 26.06.2007 issued to Sri K. Dasarathan by the Chief Manager, Circle Office, Vellore.

Ex. W5 16.07.2007 Reply submitted by Sri K. Dasarathan to the Memo dated 26.06.2007.

Ex. W6 09.01.2008 Charge Sheet Ref. CO/VLR/ VIG/F.311/018/2008 dated 09.01.2008 issued to Sri K. Dasarathan.

Ex.W7 14.01.2008 Letter Ref. CO/VLR/VIG/F.311/ 024/2008 dated 14.01.2008 by the Disciplinary Authority permitting perusal of documents and instructing the employee to reply before 18.01.2008.

Ex. W8 22.01.2008 Reply submitted by the employee to Memo dated 09.01.2008.

Ex.W9 22.01.2008 Communication Ref. CO/VLR/ VIG/F.311/041/2008 dated 22.01.2008 by the Disciplinary

Authority ordering holding the enquiry and appointing the Enquiry Officer.

Letter from the Enquiry Officer to Sri K. Dasarathan informing enquiry proceedings on 24th January, 2008.

Ex.W11 22.01.2008 Letter from the Union to the Asstt. Labour Commissioner, Chennai requesting initiation of conciliation proceedings over the harassment on the eve of retirement.

Ex.W12 23.01.2008 Letter Ref. M7/6/2008-B2 from the Asstt. Labour Commissioner, Chennai informing conciliation proceedings on 04.02.2008.

Ex.W13 23.01.2008 Letter Ref. IBEU/745/2004—06 dated 23.01.2008 from the Union to the Disciplinary Authority informing about the conciliation proceedings and invoking Section-33 by the Conciliation Officer.

Ex.W14 23.01.2008 Representation from Sri K. Dasarathan to the Enquiry Officer requesting adjourning the proceedings due to the pending ID.

Ex.W15 07.03.2008 Payment Order No. 190/2007- 08 dated 07.03.2008 settling PF to Sri K. Dasarathan.

Ex. W16 Nil PF Settlement Receipt

Ex.W17 Nil Staff Providing Fund Rules— Page 16

**Documents marked on the side of the Management**

**Ex.No. Date Description**

Ex.M1 05.12.2006 Covering letter of B. Ramamoorthy, Investigation Officer -Quantifying loss due to misappropriation amounting to Rs. 18.39 lakhs—Interim Report—in respect of Six SB Accounts.

Ex.M2 05.12.2006 Staff particulars—Indian Bank—Arni Branch

Ex.M3 12.12.2006 Investigation Officer Mr. B. Ramamoorthy's Report- 13 Pages

Details of SB A/c Nos—

(a) 12130—Mrs. Jagdambal—

		Deceased Pensioner	Ex.M8	02.07.2009	Order of AGM/Circle Head/ Disciplinary Authority issued to S.S. Bedform, Clerk/Shroff, Darapadeedu Branch—imposing punishment of reduction to lower stage in scale of pay.
		(b) 13113—Mr. Chinnappa— Deceased Pensioner			
		(c) 18549—Mr. K. Soosai— Correct Name -Mrs. K. Soosai Mary -Deceased Pensioner	Ex.M9	02.07.2009	Order of AGM/Circle Head/ Disciplinary Authority issued to T.K. Kumar, Sub-Staff, Vellore Main Branch—imposing punishment of reduction to lower stage in scale of pay by one stage.
		(d) 506038—Mr. P. Sekar & Rani—Not a Pension Account			
		(e) 12932—Mrs..Noorjahan— Deceased Pensioner	Ex.M10	02.07.2009	Order of AGM/Circle Head/ Disciplinary Authority issued to Mrs. M. Jaya, Clerk/Shroff/ Typist, Sathuvacherry Branch—imposition of punishment of reduction to lower stage in scale of pay by one stage etc.
		(f) 4686—Mr. Duraisamy— Deceased Pensioner Containing 34 vouchers and 4 SB opening Cards and copy of 10 unused/ surrendered cheques used to withdraw amounts fraudulently.			
Ex.M4	23.01.2007	Report of Vigilance Investigation/Interrogation on 26.12.2006, 28.12.2006 and 04.01.2007 at Arni Branch and on 03.01.2007 and 11.01.2007 at Circle Office—From Mr. S. Selvam, Investigation Officer addressed to Circle Head., Vellore.	Ex.M11	20.08.2009	Order of AGM/Circle Head/ Disciplinary Authority issued to P. Radhakrishnan, Clerk/ Shroff, Negungunam Branch—imposing punishment of reduction to lower stage in the scale by one stage etc.
Ex..M5	—	Withdrawal slips (10 Nos.) with forged signatures of deceased party accounts.	Ex.M12	02.07.2009	Order of AGM/Circle Head/ Disciplinary Authority issued to P.R. Ravi, Clerk/Shroff, Padavedu Branch—imposing punishment of reduction to lower stage in the scale of pay by one stage etc.
Ex.M6	07.03.2008	Letter detailing payment of PF Payment to K. Dasarathan Rs. 10,84,332 and holding Rs. 86,167 to keep in Sundry Deposit Account.	Ex.M13	01.06.2009	Order of AGM/Circle Head/ Disciplinary Authority issued to U. Panneerselvam, Asstt. Manager, Thittacherry Branch—imposing punishment of reduction of pay by one stage from the present scale of pay for one year etc.
Ex.M7	22.04.2009	Order from AGM/Circle Head/ Disciplinary Authority, Indian Bank, CO, Vellore, Vigilance Section addressed to V. Balakrishnan, Clerk/Shroff, Sakkaramallur Branch—imposing punishment of reduction of pay by one stage for Charge No.1, reduction to lower scale of pay by one stage for Charge No. 2 and "Censure" for Charge No.3 — and all punishment will run independently,	Ex.M14	29.04.2009	Order of AGM/Circle Head/ Disciplinary Authority issued to T.R. Sambasivam, Asstt. Manager Kallimedu Branch—imposing punishment of reduction of pay by one stage etc.
			Ex.M15	02.07.2009	Order of AGM/Circle Head/ Disciplinary Authority issued

		to M. Punniakotti, Clerk/Shroff, Arugundram—imposing punishment of reduction to lower stage in the scale of pay by one stage etc.
Ex. M16	—	Indian Bank's Extract of Manual 2006, Page No. 292 293 and 294
Ex. M17	—	Indian Bank Manual of Instructions-IV-Deposits 2006—Extract of Cfause-2.4. 1 to 2.5. 20.3, 20.5, 35, 35.19
Ex. M18	—	Extract of Indian Bank Staff Provident Fund- Extract of Rule-11 and Rule-17
Ex. M19	07.12.2006	Police Complaint from Bank—Arni Branch
Ex. M20	—	FIR

नई दिल्ली, 27 मई, 2013

**का आ 1192**.—ऑद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (संदर्भ संख्या 12/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 27.5.2013 को प्राप्त हुआ था।

[सं. एल-12012/76/2011-आई आर (बी-II)]  
शीश राम, अनुभाग अधिकारी

New Delhi, the 27th May, 2013

**S.O. 1192.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947(14 of 1947) the Central Government hereby publishes the Award (Ref. No. 12/2012) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workman, which was received by the Central Government on 27.05.2013.

[No. L-12012/76/2011-IR(B-II)]  
SHEESH RAM, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 23rd April, 2013

Present : A.N. JANARDANAN, Presiding Officer

#### INDUSTRIAL DISPUTE No. 12/2012

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of

Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Indian Bank and their Workman)

#### BETWEEN

The General Secretary : 1st Party/Petitioner Union  
Indian Bank Employees' Association  
No. 17, Ameerjan Street,  
Choolaimedu,  
Chennai-600094

Vs

The General Manager : 2nd Party/Management  
Indian Bank, Zonal Officer, No. 395,  
Dr. Nanjappa Raod,  
Coimbatore-641018

#### Appearance:

For the 1st Party/Petitioner : Sri G. Gopal Authorized Representative

For the 2nd Party/ : M/s. T.S. Gopalan & Co., Management Advocates

#### AWARD

The Central Government, Ministry of Labour and Employment vide its Order L-12012/76/2011-IR(B-II) dated 5/15.03.2012 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the action of the Indian Bank management, Coimbatore Zone pertaining to transfer of Smt. Hemamalini from Peelamedu Branch to Kalapatti Branch as claimed by Indian Bank Employees Association is justified or not? What relief the workman concerned is entitled to ?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it ID 10 12/2012 and issued notices to both sides. Petitioner entered appearance through Authorized Representative and Respondent through Advocate and filed Claim and Counter Statement as the case may be.

3. The case of the petitioner in a nutshell in the Claim Statement is that the concerned workman Hemamalini was transferred to Kalapatti Branch from Peelamedu Branch by the Management of Indian Bank, Coimbatore Zone violating rules and procedures regarding the transfer of employees thereby demoralized her and set a bad precedent in effecting transfers. It is arbitrary and misuse of authority. The transfer is to be ordered to be cancelled recalling her to Peelamedu Branch with immediate effect.

4. Contra contentions of the Respondent in the Counter Statement in a nutshell are that the transfer was not in violation of the existing rules and procedures. She alongwith one Premalatha, another Clerk being junior most, were posted to Kalapatti which they had accepted. There

is no acceptable reason to hold that the transfer was not justified.

**5. Points for consideration are:**

(i) Whether the transfer of Smt. Hemamalini from Peelamedu Branch to Kalapatti Branch is justified or not?

(ii) To what relief the concerned workman is entitled?

**Points (i) & (ii)**

6. When the matter came up for consideration from time to time proposal for settlement was mooted and discussed and accordingly as on the day the Authorized Representative for the petitioner filed a petition stating that on interse discussion the Management agreed to consider the request of the employee to be posted to her place of choice on re-transfer in Coimbatore City. In view of the agreed stand the claim is not pursued further and the same is to be treated as withdrawn. An endorsement was also made to the said effect on the Claim Petition by the Authorized Representative.

7. Accordingly, the petitioner is permitted to withdraw the claim since the same is no longer pursued to the realm of being proved.

8. Whether or not the action of the Indian Bank Management, Coimbatore Zone pertaining to the transfer of Smt. Hemamalini is justified or not still remains to be an unproved issue in as much as the Petitioner Union has been pleased to withdraw the claim in the light of the agreed stand of the Management to consider the request of the employee to give her transfer according to her choice in Coimbatore City based on which petitioner has sought to permit the claim to be withdrawn.

9. The reference is answered accordingly.

(Dictated to the P.A, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 23rd April, 2013)

A.N. JANARDANAN, Presiding Officer

नई दिल्ली, 28 मई, 2013

**का अ. 193** —ऑद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नव मंगलूर पत्तन न्यास के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलोर के पंचाट (संदर्भ संख्या सी. आर. नं. 30/2006) को प्रकाशित करती है जो केन्द्रीय सरकार को 27.5.2013 को प्राप्त हुआ था।

[सं. एल-45011/02/2006-आई आर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 28th May, 2013

**S.O. 1193.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the Award (C. R. No. 30/2006) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of New Mangalore Port Trust and their workman, which was received by the Central Government on 27.05.2013

[No. L-45011/02/2006-IR(B-II)]

SHEESH RAM, Section Officer

**ANNEXURE**

**BEFORE THE**

**CENTRAL GOVERNMENT INDUSTRIAL,  
TRIBUNAL-CUM-LABOUR COURT, Bangalore**

Dated : 5th April, 2013

PRESENT : Shri S.N. NAVALGUND Presiding Officer

C R No. 30/2006

**I Party**

The General Secretary, Kanara Stevdoring Workers' Union  
Q C Laboratory Building, Panambur,  
Panambur,  
Mangalore-575 010. Mangalore-575 010.

**Appearances**

I Party : Sh. K S Nambiar  
Advocate

II Party : Sh. Ramesh Upadhayay  
Advocate

**AWARD**

1. The Central Government by exercising the powers conferred by Clause (d) of Sub-section (1) of Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute *vide* Order No. L-45011/2/2006-IR(B-II) dated 20.07.2006 for adjudication on the following schedule:

**SCHEDULE**

"Whether the action of the management of New Mangalore Port Trust in denying ACP benefits to Smt. Namitha D'Almedia, Sri Abdul Rahim, Sri Edwin D'Souza and Sri Praveen Kumar as per Clause 31 of Wage Revision Settlement dated 02.08.2000 is legal and justified? If not, to what relief the workmen are entitled?"

2. On receipt of the reference registering it in C R 30/2006 when notices were issued to both the sides, both sides entered their appearance through their respective advocate and filed their claim statement and counter statement respectively.

3. In the claim statement filed by the I Party it is alleged the four workmen covered in this reference were appointed as Lower Division Clerks (LDC) by New Mangalore Port Trust Listed Workers Managing Committee prior to 1990 on the scale of Rs. 1165-40-1485-45-1935 and since then they continuously worked without any break in service and that during the year 1990 the II Party framed New Mangalore Cargo Handling Workers (Regulation of Employment) Scheme 1990 with the object to ensure regularization of employment and other benefits to all classes of Staff and Cargo Handling workers who were working in New Mangalore Port Managing Committee and Memorandum of Settlement dated 11.01.1990 was entered into with the workmen according to which the II Party has taken over New Mangalore Port Listed Workers Managing Committee with all its assets and liabilities and also absorbed all the employees of New Mangalore Port Listed Workers Managing Committee except the four workmen covered in this reference. It is further alleged aggrieved by the exclusion of absorption of these four workmen the I Party Union raised a dispute before ALC(C), Mangalore and in the said dispute a settlement was arrived at and a Memorandum of Settlement dated 29.08.1996 was drawn under Section 12 (3) of ID Act 1947 and as per the said Settlement the II Party agreed to absorb and regularize their services w.e.f. 15.03.1990 and implemented the terms of settlement by Regularizing and Absorbing their services. It is further alleged that on 02.08.2000 a settlement was arrived at between the Employees and Management known as Wage Revision Settlement and as per clause 31 of the said settlement a scheme called as Assured Career Progression (ACP) was introduced according to which if an employee is not promoted to higher post on completion of 12 years of service he is entitled for one financial upgradation and after 24 years of service he is entitled for two financial upgradations. It is further alleged that the four workman covered in this reference have though put it more than 12 years of service and not promoted to the higher post and repeatedly requested to pay them financial upgradation the management did not consider their reasonable request the I Party Union sent a notice of demand, demanding ACP benefits to them and as that was also not considered it raised a dispute before ALC(C), Mangalore and as II Party took unreasonable and frivolous contention the conciliation ended in failure. Thus it is alleged the denial of ACP scheme benefit to workmen covered in this reference immediately after completion of 12 years of service from the date of their appointment is illegal and the same has caused monetary loss and not

conducive for industrial peace and harmony, therefore the II Party be directed to issue direction to provide them ACP benefits immediately after completion of 12 years of service.

4. The II Party in its Counter Statement contended out of the four workmen covered in this reference Namitha D' Almaeda was appointed on 05.03.1990 and remaining three on 12.03.1990 as Literate Assistants and in the dispute raised regarding their exclusion from absorption a settlement was arrived at under Section 12(3) of ID Act on 29.08.1996 and their services were regularised as Literate Assistants in the pay scale of Rs. 1075 -1580 (pre-revised) w.e.f. 15.03.1990 and they were promoted as Clerk in the scale at Rs. 1165-1935 (pre-revised) and extended all benefits vide order dated 31.08.1996. Therefore, as on the date of claim as they had not completed 12 years of Service as LDC they were not entitle to the benefits of first ACP as such their claim is not maintainable.

5. On completion of the pleadings when the matter was posted for evidence on behalf of the II Party the affidavit of Michael D'souza in RCHW wing of II Party was filed reiterating the contention in the Counter Statement and by examining him oath as MW 1 copies of memorandum of settlement dated 29.08.1996; Order dated 31.08.1996 issued in pursuance to the said settlement and settlement dated 02.08.2000 on the Wage revision were got exhibited as Ex M-1 to Ex M-3 respectively and in his cross-examination by the learned advocate for the I Party a letter of appointment in favour Abdul Rehman issued by NMPT Listed workers managing committee a Photostat copy of appointment order in favour of Shyamala issued by the managing committee as Clerk dated 12.02.1990 have been got exhibited as Ex W-1 and Ex W-2 respectively. Interalia, on behalf of the I Party while filling the affidavit of K Balakrishna Rai reiterating the claim statement subjected him for cross-examination by the learned advocate appearing for the II Party and no further documents got exhibited.

6. With the above pleadings and evidence brought on record by the parties, the learned advocate appearing for the I Party filed his written arguments and learned advocate appearing for the II Party addressed his arguments.

7. In view of the undisputed facts during the year 1990 the II Party while Mangalore Port Cargo Handling Workers (Regulation of Employment) Scheme 1990 entered into a Memorandum of Settlement dated 11.01.1990 with the New Mangalore Port Listed Workers Managing Committee and as per that settlement take over New Mangalore Port Listed Workers Managing Committee with all its Assets and Liabilities and absorbed its workers except the four workers covered in this reference and later in a dispute raised relating to their exclusion from absorption before

ALC(C), Mangalore arrived at a settlement dated 29.08.1996 the copy of which is produced at Ex M-1 and it is claimed that as per this settlement they continued to work as Literate Assistants in the pre-revised scale Rs. 1075-1580 till 31.03.1992 and promoted as LDC from 01.04.1992 they had not completed 12 years of Service on the date of claim in the same Cadre *i.e.* LDC, as such their claim as on date of their claim they were entitled for first ACP is untenable, the only point for my consideration is whether by virtue of the order passed by the II Party dated 31.08.1996 consequent upon the terms of settlement dated 29.08.1996 the copy of which is produced at Ex M-1 the four workmen covered in this reference were continued to work as literate assistants till 31.03.1992 and came to be promoted as LDC *w.e.f.* 01.04.1992?

8. On appreciation of the pleadings, evidence placed on record by both the sides and arguments addressed by both the sides, my finding on the above point is in the Negative and that they are presumed to be in the cadre of LDCs from the date of their appointment for the following reasons:

#### REASONS

9. It could be seen from the settlement dated 29.08.1996 the copy of which is produced at Ex M-1 in the dispute raised by the I Party Union relating to the exclusion of absorption of these four workmen the II Party agreed to regularize the services rendered by them as Literate Assistants in the pay scale of 1075-30-1198-35-1580 (pre-revised) *w.e.f.* 15.03.1990 and as LDCs (clerk) in the pay scale of Rs. 1165-40-1485-45-1935 (pre-revised) *w.e.f.* 01.04.1992 and to extend all consequential benefits arising out of such regularisation and accordingly under Order dated 31.08.1996 the copy of which is produced at Ex M-2 regularized their services *w.e.f.* 01.04.1992 in the pay scale of 1165-40-1485-45-1935 (pre-revised) with further qualification their appointments will be considered as Promotion for the purpose of Pay Fixation. On this count MW 1 in his cross-examination by learned advocate appearing for the I party has clearly admitted that in the II Party Recruitment, Seniority and Promotion Regulation of 1991 there was no post of Literate Assistant and that the promotion of these four workmen as clerk under Ex M-2 was for the purpose of Pay Fixation and not Regular done as per provisions of Promotion Seniority and Promotion Regulations (RR), it is very clear that the contention of the II Party the appointment of these four workmen *w.e.f.* 01.04.1992 as Clerk is not a Promotion and it is just for the purpose of Pay Fixation as per the terms of the settlement arrived at between the parties. Therefore, there is no merit in the contention of the II Party that the four workmen covered in this reference continued to be Literate Assistants till 31.03.1992 and they came to be promoted as Clerks from 01.04.1992. Accordingly, while coming to the conclusion of

answering the point raised for consideration in the Negative, I arrive at conclusion the action of the New Mangalore Port Trust in denying ACP benefits to these four workmen as per clause (31) of Settlement Dated 02.08.2000 immediately after they completed 12 years of service from the date of their appointment is not legal and justified and that they are entitle for the first ACP Benefits as per clause 31 of Wage Revision Settlement dated 02.08.2000 immediately on completion of 12 years of service and second ACP Benefit on completion of 24 years of service from date of their appointment. In the result, I pass the following Order:

#### ORDER

The reference is allowed holding that the action of the Management of New Mangalore Port Trust in denying ACP benefits to Smt. Namitha D'Almedia, Sri Abdul Rahiman, Sri Edwin D'Souza and Sri Praveen Kumar as per Clause 31 of Wage Revision Settlement dated 02.08.2000 is not legal and justified and that they are entitle for the First ACP Benefit as per clause 31 of Wage Revision Settlement dated 02.08.2000 immediately on completion of 12 years of service and Second ACP Benefit on completion of 24 years of service from the date of their appointment.

(Dictated to UDC, transcribed by him, corrected and signed by me on 5th April, 2013)

S. N. NAVALGUND, Presiding Officer

नई दिल्ली, 29 मई, 2013

**कानून 1194** — औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूको बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (संदर्भ संख्या 26/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 09.5.2013 को प्राप्त हुआ था।

[सं. एल-12012/102/2011-आई आर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, The 29th May, 2013

**S.O. 1194.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the Award (Ref. No. 26/2012) of the Central Government Industrial Tribunal/Labour Court, CHENNAI now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of UCO BANK and their workman, which was received by the Central Government on 09.05.2013.

[No. L-12012/102/2011-IR(B-II)]  
SHEESH RAM, Section Officer

## ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT  
CHENNAI**

Thursday, the 7th March, 2013

**Present :** A.N. JANARDANAN, Presiding Officer

**INDUSTRIAL DISPUTE No. 26/2012**

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub- section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of UCO Bank and their Workman)

**BETWEEN**

Ms. K. Sivagami : Petitioner/1st Party

Vs.

1. The Chairman & Managing Director	UCO Bank	10 BTM Sarani	Kolkata-700001	: Respondent/1st Party
2. The Field General Manager	UCO Bank, Regional Office	328, Thambu Chetty Street	Chennai-600001	: Respondent/2nd Party

**Appearance:**

For the 1st Party/Petitioner : M/s. Balan Haridas, Advocates

For the 1st & 2nd Party/ Management : Smt. Revathy Murlidharan and R. Ramesh, Advocates

**AWARD**

The Central Government, Ministry of Labour and Employment *vide* its Order No. L-12012/102/2011-IR (B-II) dated 12/19.04.2012 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

"Whether the action of the management of UCO Bank, Zonal Office, Chennai in terminating the services of Smt. K. Sivagami, an ex-sweeper *w.e.f.* 20.08.2010 is legal and justified? What relief the workman concerned is entitled to?

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 26/2012 and issued notices to both sides. Both sides entered appearance through their respective counsel and filed Claim, Reply and Rejoinder Statement as the case may be.

**3. The Claim Statement averments briefly read as follows:**

The petitioner who joined the services of the Respondent Bank as a Sweeper in 1991 has been continuously working at Thambu Chetty Street Branch. While so, she was terminated on 20.08.2010 for no reason. She was drawing a weekly wages of Rs. 610. Even though she was sweeping over 4001 and less than 6000 sq.ft., she was not being paid Rs. 238/- per day as per Circular No. HO/TSD/IR(NEGO)4-11/2010/COM dated 10.03.2010. On demand at that rate she was orally terminated. Her juniors have been confirmed. For no fault she was denied permanency. There is unfair labour practice upon her. The Bank did not dispute her engagement continuously from 1991. There is no compliance of Section-25F of the ID Act. She had completed 480 days of continuous service in 24 calendar months. Tamil Nadu Conferment of Permanent Status to Workmen Act, 1981 would apply to the Bank and she is entitled to permanency. Many of her juniors appointed like her were made permanent. They are S. Bhawani, Chennai Triplicane Branch, M. Kausalya, Chennai Zonal Office, S. Loganathan, Chennai RTC, P. Saraswathi, Chennai Chetpet, K. S. Angappa, Chennai FCC, K. Shanthi, Chennai Korattur, A Dhanalakshmi, Chennai Koyembedu and others. It is not correct to allege that she was irregularly appointed. There is violation of Section-25G of the ID Act also. At her turn Respondent took a negative attitude. She is fully qualified to be a Sweeper. Holding the order of termination illegal, she is to be reinstated into service with all benefits.

**4. Reply Statement averments briefly read as follows:**

The Branch came into existence only on 26.12.1994 and her joining service in 1991 is not true. Her services were utilized only sporadically on daily wages varying from Rs. 100—110/- per day. Her services were utilized only when the permanent full time sweeper was on leave. No question of allotment of sweeping work to her commensurate with the sweeping area does arise. Regularization is not automatic and initial appointment itself shall be following due process of selection as per relevant rules. No appointment order having been issued to the petitioner as Sweeper, at the time of disengagement also, no formal termination order was issued. On oral instruction of Zonal Manager her services were discontinued from 19.10.2010. Her claim is not sustainable and is sought to be dismissed.

**5. Rejoinder averments in a nutshell are as follows:**

The petitioner's initial engagement was in Regional Office in the 2nd Floor in 1991, where after she was asked to work in the Branch in the 3rd floor of same building. Her last drawn salary was Rs. 170 per day inadvertently omitted in the Claim Statement, though entitled to Rs. 238 per day as per the circular. It is incorrect to say that she was paid Rs. 100—110 per day. She was engaged on all the working days continuously and was to the permanent post. All the

persons regularized were also engaged like her. Watering down the judgment of the order of the Supreme Court in Secretary, State of Karnataka and others Vs. Uma Devi and Others (Air-2006-SC-1806) it is held that Tribunals dealing with ID Act are not circumscribed by the judgment in Uma Devi's case.

6. Points for consideration are:

- (i) Whether termination from services of Smt. K. Sivagami, Ex-Sweeper *w.e.f.* 20.08.2010 is legal and justified?
- (ii) To what relief the concerned workman is entitled?

7. Evidence consists of the testimony of WW1, the petitioner and Ex. W1 to Ex. W11 (series) on the petitioner's side with no evidence, oral or documentary on the Respondent's side.

#### Points (i) and (ii)

8. Heard both sides. Perused the records, documents, evidence and the cited decisions on either side. Both sides keenly argued in terms of their case in their respective pleadings. There is violation of Section-25F and 25G of the ID Act which is pleaded as well as substantiated in the evidence of WW1. Ex. W11 (series) vouchers would show the petitioner to have had worked more than 240 days in 12 months. Petitioner has been discriminated and neglected. Even her counterparts, yet her juniors, have been made permanent. The factum of her having worked not less than 240 days during 12 calendar months does not stand shaken even by any contra suggestion. There is virtually unfair labour practice upon her. Employment Exchanges (Compulsory Notification of Vacancies) Act does not apply to Class-IV employees. She has been in service from 1991.

9. The contra arguments are that she was appointed only as a casual against leave vacancies of permanent employees without issuing any order of appointment. Mere completion of 240 days is not enough to enure the right for regularization.

10. Reliance was placed on behalf of the petitioner to the decision of the High Court of Madras dated 22.07.2008 in WP Nos. 37547 of 2005 and 12772 of 2006, Anoop Sharma Vs. Executive Engineer, Public Health Division-I, Panipat (Haryana) (2010-5-Scc-497), Maharashtra State Road Transport Corporation and another Vs. Castrube Rajya Parivahan Karmachari Sanghatana (2009-8-scc-566), etc.

11. On behalf of Respondent reliance was placed on the decision of the Apex Court in C.s. Azad Krishi Evam Prodyogiki Vishwa Vidyalaya Vs. United Trades Congress and Another decided in Civil Appeal 5873 of 2007 dated 13.12.2007 and Madhyamik Shiksha Parishad, U.P. Vs. Anil Kumar Mishra and Others dated 19.08.1992 in Civil Appeal Nos. 3448-53 and 3456-92.

12. On examination of the whole materials, I am led to the conclusion that the case of the petitioner pleaded stands proved to sustain the claim. The material contentions on behalf of the petitioner raised in the pleadings do not stand controverted. It is not in dispute that even her counterparts, yet junior, have been confirmed. There is no dispute either that she has completed 240 days within a period of 12 calendar months and 480 days within a period of 24 calendar months and that the Tamil Nadu Conferment of Permanent Status to Workmen Act is applicable to her. Though it is pleaded there is no proof of her having been appointed in an irregular manner. It is pertinent to note that some form of appointment other than through the recruitment is not totally banned in exigencies of Public Service. All cannot be assailed as to backdoor entry. Once such appointments usher in and the incumbents, in due course with efflux of time become entitled to any benefits arising out of statutory rights such rights cannot be deprived to them as in the ID Act. Sponsoring through Employment Exchange is not necessary in the case of Sweepers. Her claim that she was engaged continuously in a permanent post is not rebutted. There is no contra evidence or suggestion emanating from the Respondent ID disprove her case. Pleading, *per se*, is not proof. Her claim herein is not for regularization as such but to set aside the illegal and unjustified termination violating Section-25F and 25G of the ID Act. The facts and materials on record suggest practice of unfair labour practice upon the petitioner. In such a context decision of the Supreme Court in Uma Devi's has no application. The various decisions of the Apex Court and High Court of Madras cited above factually support the case of the petitioner. The decisions relied on behalf of the Respondent are distinguishable on facts and cannot be found to support the stand of the Respondent. It is also pertinent to note that this is a case for setting aside the illegal termination and not for regularization. It is proved that there is violation of Section-25F and Section-25G of the ID Act and hence the termination is illegal and unjustified. She is entitled to be reinstated into service forthwith with continuity of service and all attendant benefits and with full back wages from the date of her termination.

13. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 7th March, 2013)

A. N. JANARDANAN, Presiding Officer

#### Witnesses Examined:

For the 1st Party/Petitioner : WW1, Smt. K. Sivagami  
 For the 2nd Party/Management : None

**Documents Marked:****On the petitioner's side**

Ex.No.	Date	Description
Ex W1	28.05.2007	Circular of Revision of Daily Wages
Ex. W2	02.01.2009	Letter of Deputy General Manager
Ex. W3	12.01.2009	Letter of Chief Manager
Ex. W4	16.06.2009	Particulars of Daily Wagers
Ex. W5	22.02.2010	Circular of Revision of Daily Wages
Ex. W6	15.05.2010	Gowri (one of the employee) pay slip
Ex. W7	15.05.2010	Gowri (one of the employee) pay slip
Ex. W8	10.03.2010	M. Kowsalya (one of the employee) appointment order
Ex. W9	19.05.2011	Petition filed before ALC by petitioner
Ex. W10	11.05.2011	Counter filed before ALC by Respondent
Ex. W11	January, 2003 To December 2009	Voucher of petitioner

**On the Management's side**

Ex.No.	Date	Description
	N/A	

नई दिल्ली, 29 मई, 2013

**क्र. अ. 195** — औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (संदर्भ संख्या 92/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 09.5.2013 को प्राप्त हुआ था।

[सं. एल-12012/49/2011 आई आर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 29th May, 2013

**S.O. 1195.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947, (14 of 1947) the Central Government hereby publishes the Award (Ref. No. 92/2011) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workman, which was received by the Central Government on 09.05.2013.

[No. L-12012/49/2011-IR(B-II)]  
SHEESH RAM, Section Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
CHENNAI**

**Thursday, the 7th March, 2013**  
**Present : A.N. JANARDANAN, Presiding Officer**  
Industrial Dispute No. 92/2011

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Indian Bank and their Workman)

**BETWEEN**

Sri N. Vasudevan 1st Party/Petitioner  
Vs.

1. The Chairman/General Manager : 2nd Party/  
Ist Management  
Indian Bank, Head Officer  
66, Rajaji Salai  
Chennai-600001

2. The Regional Manager : 2nd Party/  
Indian Bank, Regional Office  
2nd Management  
Tiruvannamalai

**Appearance:**

For the 1st Party/Petitioner : Sri D. Baskar, Advocate  
For the 2nd Party/1st, 2nd Management : M/s T.S. Gopalan & Co.,  
Advocates

**AWARD**

The Central Government, Ministry of Labour and Employment *vide* its Order No. L-12012/49/2011-IR (B-II) dated 11.11.2011 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

"Whether the action of the management of Indian Bank, Chennai in not considering the said Sri N. Vasudevan for the post of Driver and not accommodating in the other Branches in the even of merger of Tiruvannamalai Regional Office with Vellore Regional Office is legal and justified? What relief the concerned workman is entitled to?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 92/2011 and issued notices to both sides. Both sides entered appearance through their respective counsel and filed their Claim, Counter and Rejoinder Statement as the case may be.

3. The averments in the Claim Statement briefly read as follows:

The petitioner who has completed 8th Standard, a holder of Driving License and an employment exchange registered hand had been employed as Driver since 18.06.1991 to June 2001 by the Respondents to drive vehicle of Regional Manager, Indian Bank, Tiruvannamalai. It was at a time when the Drivers and Group "D" Staff were not recruited through Employment Exchange and by paper publication. Group "D" and Driver Posts were filled by persons whose services were used on regular basis described as contingent staff. They were alleged to be used on need basis, There were posts which were vacant for quite a long period but, unfortunately without recruitment. Only in 2008, Drivers who worked upto 1997 March were recruited. Second batch of Drivers were recruited in 2009. It shows that Drivers who had worked continuously for at least 5 years were recruited by the Respondents. Tiruvannamalai Regional Office was merged with Vellore Regional Office resulting in the closure of the former. Petitioner on being asked, when approached the Head Office, Chennai was promised for being considered when future permanent postings are made. Having worked for 10 years continuously he was assured that there would be posting of Drivers who had worked in the Indian Bank and for its officials. In 1993, 1994 and 1997 appointment of persons who worked as Drivers was made. In 1993 and 1994 Driver-cum-Peon was the post for which appointment order was issued. In 1997 Drivers were appointed as Peons. The earlier selection was made on the basis of 5 years of service. Posting of Drivers was made only in the year 2008 and 2010. Due to merger of Tiruvannamalai Office petitioner was thrown out of employment. Even in 2008, 2009 posting of Drivers was not considered. He was discriminated and neglected, against his counterparts absorbed permanently as Drivers. Some similarly placed persons were given posting on fresh appointment also. From June 1991 to June 2001 he has been given certificates by various Regional Managers, 5 in number. He has rendered 10 years of continuous service. But he was not given employment in Vellore Regional Office on merger of Tiruvannamalai Office. He had fulfilled the requirements as the criteria for filling up the post of Driver-cum-Peon in 2008, 2009 and 2010. His last representation was rejected. Petitioner was engaged for the executives of Indian Bank in vehicles not for the personal use of the Executive but for the work of the Indian Bank. The entire expense of the Car and Petrol expenses have been borne by the Indian Bank and the expenses for engaging Drivers also form part of the Car and was meted out by it. Personnel like Executives and Officers were given payment by the Indian Bank towards the entire Car expenses. In spite of sufficient vacancies Indian Bank was reluctant to fill post of Drivers which is unfair labour practice. It is false to state that he completed only three years of service. The settlement dated 23.07.1994 would apply to the petitioner. ID raised having ended in a failure

report the reference is occasioned. There existed master-servant relationship between the Drivers and Indian Bank. The Drivers employed on temporary basis without being made permanent for years together, without any break in service and had worked for Indian Bank for more than 480 days in two consecutive years and that is the reason why 1994 settlement was entered and appointments made in 2008, 2009 and 2010. Setting aside his non-employment as being illegal and unjustified he is to be reinstated with permanency and all other benefits.

4. Counter Statement averments briefly read as follows:

Respondent, a nationalized bank has to follow the recruitment norms and procedure for employment available for all eligible citizens of the country. Nobody can bypass them to get into service merely by reason of seemingly utilized by or any officials of the Bank. Regional Managers provided with Bank's Car have permission to engage their own personal drivers. Some personal drivers might have been engaged by different Regional Managers but by reason thereof such drivers cannot be said engaged in the services of the Bank. With the merger of Tiruvannamalai Regional Office, the outgoing Regional Manager ceased to engage the petitioner as his personal driver resulting in the end of petitioner's engagement in June 2001. The case is not one of termination of employment of a workman in the service of the Bank. He was not in the service of the Bank and no question of his termination does arise. There cannot be the dispute under Section-2A of the ID Act. Respondent Bank was not obliged to accommodate him with the cessation of his engagement. The ID is also barred by delay and latches after 10 years. During normal course of recruitment some of the erstwhile personal drivers of Regional Managers might have been considered for appointment as any other eligible applicant from the public but that does not mean any personal driver can be considered as a matter of right bypassing recruitment rules. Personal Drivers and Regional Managers were engaged in terms of the codified guidelines and by means of transparent system. The settlement dated 23.07.1994 was a one-time measure purely as a concession in the wake of a representation by the recognized union. It does not mean that the settlement should continue to be done forever. It is denied that Master-Servant relationship existed inter se the Bank and the petitioner. The claim is to be rejected.

5. Rejoinder Statement averments in a nutshell are as follows:

Though as personal driver they are selected by the Respondent Bank, the Respondent Bank has not made any recruitment from 14.02.1996 to 17.05.2008. In view of petitioner having been in service as Personal Driver for three years when the settlement was in vogue (1994) he ought to have been considered after completion of 5 years from 18.06.1991 to June 2001 as Personal Driver in 2008 recruitment. The Respondent did resort to the recruitment

of Drivers-cum-Peon even in 2008 and thereafter within the purview of the aforesaid settlement. Cessation of petitioner's engagement by merger being not due to petitioner's fault, it can only be a termination of the service. Insistence of 5 years uninterrupted service and the case that there is no master-servant relationship is a contradictory stand of the Bank.

6. Points for consideration are:

- (i) Whether not considering Sri N. Vasudevan for the post of Driver and not accommodating in other branches on merger of Tiruvannamalai Regional Office with Vellore is legal and justified?
- (ii) To what relief the concerned workman is entitled?

7. Evidence consists of the testimony of WW1 and Ex.W1 to Ex.W19 on the petitioner's side and of MW1 and Ex.M1 to Ex.M5 on the Respondent's side.

#### Points (i) & (ii)

8. Heard both sides. Perused the records, documents, evidence and written arguments on the petitioner's side. Both sides keenly argued in terms of their case in their respective pleadings. Reliance was also placed on decisions of the Supreme Court from either side. Here is the case of a workman employed as Driver since 18.06.1991 to June 2001, where after he happened to be thrown out of employment due to the merger of Tiruvannamalai Regional Office with Vellore Regional Office on closing down the former. In spite of sufficient vacancies Indian Bank continued the system of engaging Personal Drivers to do work of permanent nature of the Respondent through their Executives by providing them with Cars but ostensibly with freedom to engage their own Drivers, to defray expenses in connection with all the matters thereto payments are made only by the Bank. It is alien to comprehension why the Bank was reluctant to fill the post of Drivers. The fact that the Drivers were being engaged continuously for long years without regular appointment tends to show the element of unfair labour practice being played on the said Drivers. As admitted, while the settlement dated 23.07.1994 was given rise to ventilate the grievances of persons like the petitioner why the benefit flowing there from stood not extended to the petitioner. Can it legitimately be denied stating that it was as one-time measure? Though as on the date of settlement the petitioner had only 3 years of service, instead of 5 years, could he not have been considered for absorption after completion of 5 years from 18.06.1991 to June 2001 in a 2008 recruitment? Not doing this relegates the situation to one of the realm of discrimination and neglect inflicted upon the petitioner while his counterparts stood absorbed as Drivers permanently. When in 2008, 2009 and 2010 recruitments to the post of Driver could have been made and the petitioner could have been considered it was not done, at which point of time he could be found to have had attained the eligibility criteria in terms of the settlement

dated 23.07.1994. By not doing so his destiny is allowed to fall to the realm of a misfortune. Though insistence of 5 years of uninterrupted service is stipulated for the absorption it is strange to have been alleged by the Management that there is no master-servant relationship interse it and the petitioner. The uncontested fact that the Respondent did resort to the recruitments of Drivers-cum-Peon even in 2008 and thereafter within the purview of the said settlement indicates that the petitioner could have been considered and absorbed as Driver by a resort to similar recruitment in 2008. Without the supervention of any reason other than the merger of Tiruvannamalai Regional Office with the Vellore Regional Office, here the petitioner happened to be disengaged against his legitimate expectation for no fault on his part. On the above lines goes the trend of the arguments on behalf of the petitioner which should receive valid consideration.

9. On the facts and evidentiary circumstances of the case suspicion centers round the nature of the employment of the petitioner whether as a Personal Driver only of the Bank Executive or as an employee driver under the Bank Management. It is for the Management to dispel the suspicion to clinch the issue. The Management itself in depicting the petitioner whether as an employee of the Bank Executive or as its own employee blows both hot and cold in explaining the situation differently in different context. By saying that in order to ensure the benefit of absorption as a regular employee under the Management he should have had put in 5 years of continuous service signifies thereby that he is an employee actually under itself and not under the Executive making the so-called arrangement of Personal Driver System as merely nominal, sham and pretence. On this aspect the Respondent has no case of having given rise to any scheme under which Bank Executives can engage their own personal drivers. It only says that Regional Managers provided with Bank's Car have permission to engage their personal drivers. It is further stated that some personal drivers might have been engaged by different Regional Managers. These aspects are as vague as anything. It is beyond comprehension why and how such a practice of providing Cars to the Bank Executives and permitting them to engage their personal drivers had arisen and with what objective. It is not made known what was the motive behind it. There is no whisper regarding the details of quantum of payment or such other details regarding the remuneration payable and paid to such Personal Drivers. If the payments by way of remuneration made to the Personal Drivers in no way fell short of the quantum of payment payable or paid if regular employees were engaged in the place of such Personal Drivers, what is the benefit to any? If there is no advantage of engaging Personal Drivers than when other regular Drivers are employed what is the purpose behind engaging Personal Drivers? These are matters to be illuminatively elucidated by the Respondent, which has not been done. When a fact is especially within the special knowledge of a

particular person or party the burden of proving that fact is upon him. Since the Respondent herein has not ventured to elucidate that point it is for the Respondent to suffer. It is illogical for the Management to say that there is no master-servant relationship between it and the petitioner. In any view of the matter, it would not be incorrect to say that the petitioner is entitled to regularization as a regular employee under the Respondent Management. His cessation of employment should have been avoided by considering him in the post of Driver and accommodating him in other branches on the merger of two Regional Offices. Discernibly there is unfair labour practice played on him. There has been discrimination and neglect over him against his counterpart employees who have had the fortune of being regularized without any axe to grind to redress their grievance, what was the rationale behind the practice of providing Cars to bank's executives with option to them to engage their own drivers, with nomenclature as Personal Drivers, yet allowing all payments and expenses made to them, to be got reimbursed to the said Executives? Is not such practice of keeping the said Drivers as such apt to fall into the realm of unfair labour practice? According to me answer is emphatically in the affirmative. The resultant termination of petitioner from service on the merger of two Regional Offices and the cessation of office of employment in Tiruvannamalai Regional Office is apt to be called a termination from service which is not legal and justified. Uma Devi's case has no application at the level of industrial adjudication where there is presence of unfair labour practice. While the public right for recruitment is to be safeguarded, no doubt, rights blossoming under the Industrial Disputes Act, a benevolent legislation in the cause of workmen employed in industries has also to be seen to be equally protected with the required efficacy.

10. In view of all the above considerations, I am to hold that not considering petitioner N. Vasudevan for the post of Driver and not accommodating him in other branches on merger of Tiruvannamalai Regional Office with Vellore Regional Office is not legal and justified. Though delay of 10 years and latches on his part stare strongly against him in the absence of any possible explanation yet he is not to be without some remedy by way of award of compensation. It is deemed just that he could be given compensation as a remedy since reinstatement is always not an automatic remedy. He is therefore entitled to be compensated with award of a sum of Rs. 2.50 lakhs with interest thereon at 9% per annum from the first day of the award taking effect in the wake of its due publication in the Gazette of India, unless the same has been paid in the meantime. So ordered.

11. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the the 7th March, 2013)

A.N. JANARDHANAN, Presiding Officer

#### **Witnesses Examined:**

For the 1st Party/Petitioner : WW1, Sri N. Vasudevan

For the 2nd Party/ Management : MW1, Sri Ashok

#### **Documents Marked:**

##### **On the petitioner's side**

<b>Ex.No.</b>	<b>Date</b>	<b>Description</b>
Ex.W1	27.8.1993	Working Certificate issued by Executive Mr. V.K. Sundaresan, Regional Manager for the period from June 1991 to August 1993
Ex.W2	03.06.1995	Working Certificate issued by Executive Mr. M. Chidambaram, Regional Manager for the period from September 1993 to May 1995
Ex.W3	15.07.1996	Working Certificate issued by Executive Mr. S.P. Manickam, Regional Manager for the period from June 1995 to July 1996
Ex.W4	21.01.1999	Working Certificate issued by Executive Mr. M.K. Mani, Regional Manager for the period from August 1996 to January 1998
Ex.W5	23.06.2001	Working Certificate issued by Executive Mr. M. Nakeeran, Regional Manager for the period from February 1999 to June 2001
Ex.W6	02.12.1992	Salary receipt for the month of November, 1992
Ex.W7	01.02.2001	Salary receipt for the month of January 2001
Ex.W8	06.04.2010	Representation of the petitioner to the Respondent Bank
Ex.W9	21.04.2010	Reply of the Respondent Bank
Ex.W10	-	List of Drivers-cum-Peon joined between 03.01.1992 and 17.05.2008
Ex.W11	23.07.1994	18(1) Settlement entered between the Respondent Bank and the recognized Federation of Indian Bank Employees Union
Ex.W12	10.06.2010	Petition filed under Section-2A of the ID Act, 1947 before the

		Asstt. Commissioner of Labour, Chennai
Ex.W13	27.12.2010	Counter filed by the Respondent Bank before the Asstt. Commissioner of Labour, Chennai
Ex.W14	-	Rejoinder filed by the petitioner before the Asstt. Commissioner of Labour, Chennai
Ex.W15	17.05.2011	Memo filed by the petitioner before the Asstt. Commissioner of Labour, Chennai
Ex.W16	22.10.2010	Order of the Madras High Court in WP No. 15383 of 2009
Ex.W17	27.05.2011	Show Cause Notice issued to one P. Sudhakar
Ex.W18	30.09.2011	Order of the Madras High Court in WP No. 14391 of 2011
Ex.W19	07.07.2012	Information received by the petitioner under the RTI Act.

#### On the Management's side

Ex. No.	Date	Description
Ex.M1	23.03.1990	Government of India—Deptt. of Economic Affairs—Banking Division -Circular-Personal Drivers
Ex.M2	18.08.1994	Indian Bank-Circular-IRC-G-291-94-Personal Drivers
Ex.M3	23.06.1997	Government of India-Ministry of Finance-Dept. of Economic Affairs—Banking Division—Circular—Personal Drivers
Ex.M4	22.02.2005	Government of India-Circular D.O. No. 7/48/2004 -BOA. Enclosing Annexure - Managerial Autonomy
Ex.M5	27.03.2006	Government of India—Ministry of Finance—Banking Division—Circular—Personal Drivers

नई दिल्ली, 29 मई, 2013

**क्रम 1196** —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिंडीकेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद मैकेन्ड्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ संख्या सी.आर. नं. 48/2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 20.03.2013 को प्राप्त हुआ था।

[सं. एल-12012/22/2008-आई आर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 29th May, 2013

**S.O.1196.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the Award (CR. No. 48/2008) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 20.03.2013.

[No. L-12012/22/2008-IR (B-II)]  
SHEESH RAM, Section Officer

#### ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—  
CUM-LABOUR COURT

"SHRAM SADAN",  
GG PALYA, TUMKUR ROAD,  
YESHWANTPUR, BANGALORE-560022

Dated : 20th March, 2013

Present : Shri S. N. Navalgund

Presiding Officer

#### C.R. NO. 48/2008

I Party	II Party
Sri Suresh K. Pagad, S/o Sri Krishnappa, C/o Sri D. C. Kalloori, At & Presenting Officer	The Assistant General Manager, Syndicate Bank, Regional Office, Karnataka Distt.

#### Appearances

I Party : Shri M. Rama Rao
Authorised Representative
II Party : Shri Ramesh Upadhyay
Advocate

#### AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of Sub-section (1) of Sub-section (2A) of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute *vide* Order No. L-12012/22/2008-IR(B-II) dated 23.05.2008 for adjudication on the following schedule:

#### SCHEDULE

"Whether the action of the management of Syndicate Bank in dismissing the services of Shri Suresh K. Pagad w.e.f. 19.2.2007 is legal and justified? If not, to what relief the workman is entitled?"

2. After completion of the pleading while raising a Preliminary Issue touching the fairness of Domestic Enquiry after receiving the evidence adduced by both the sides the same was held in the affirmative *i.e.* Domestic Enquiry is

fair and proper directing to pay the management full subsistence allowance for the period after 12 months of the date of suspension till his actual date of dismissal after deducting the payments made, when the matter was posted for evidence of I Party on victimization if any and being not gainfully employed, on 31.07.2012 counsel for II Party filed an electronic extract regarding the a/c of the I party at Dandeli Branch having credited Rs. 128374.45 paise and copy of an application received from the I party addressed to Dharwad Branch requesting the said amount to be adjusted to his Housing loan No. 1205/721/177, 1205/751/799, 125/733/171 the matter was posted for say of the I party. The authorised representative of the I party after taking several adjournments, today *i.e.*, 20.03.2013 filed Memo of Withdrawal of Representation to I party. Since I party was also not present accepting his memo of withdrawal of his representation to the I party taking that I party is not interested to proceed further challenging the action of the management regarding his dismissal from service the proceedings came to be closed.

3. Since it was for the I party to demonstrate from the evidence placed on record by the management/II party in the Domestic Enquiry the enquiry finding was perverse or the punishment imposed is disproportionate to the misconduct proved against him as he did not made any effort in that regard I have no reason to interfere in the Enquiry finding or the punishment imposed by the Disciplinary Authority and upheld by the Appellate Authority I pass the following order:

### ORDER

The reference is rejected holding that the action of the management of Syndicate Bank in dismissing the services of Shri Suresh K. Pagad w.e.f. 19.02.2007 is legal and justified.

(Dictated to UDC, transcribed by him, corrected and signed by me on 20th March, 2013).

S. N. NAVALGUND, Presiding Officer

नई दिल्ली, 3 जून, 2013

**क्रम 1197** —ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब एण्ड सिंध बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण/श्रम न्यायालय, चंडीगढ़ के पंचाट (संदर्भ संख्या 17/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 10.05.2013 को प्राप्त हुआ था।

[सं. एल-12012/64/2009-आईआर (बी-II)]  
शीश राम, अनुभाग अधिकारी

New Delhi, the 3rd June, 2013

**S.O.1197.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the Award (Ref. No. I.D. 17/2009) of the Central Government Industrial Tribunal/Labour Court,

Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab and Sindh Bank and their workman, which was received by the Central Government on 10.05.2013.

[No. L-12012/64/2009-IR (B-II)]  
SHEESH RAM, Section Officer

### ANNEXURE

### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri A.K. Rastogi, Presiding Officer.

Case No. I.D. No.17/2009

Registered on 2.12.2009

Sh. Naresh Kumar, s/o Sh. Faqir Chand, 19, Govind Puri, Yamunanagar Haryana.

Petitioner

Versus

1. The Zonal Manager, Zonal Office, Punjab and Sind Bank, Sector 17B, Chandigarh.
2. The Branch Manager, Punjab and Sind Bank, Hisar District, Haryana.

Respondents

### APPEARANCES

For the workman Sh. D.R. Sharma Advocate

For the Management Sh. J. S.Sathi Advocate

### AWARD

Passed on 1.5.2013

Central Government *vide* Notification No. L-12012/64/2009 IR(B-II) Dated 10.11.2009, by exercising its powers under Section 10 Sub-section (1) Clause (d) and Sub-section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to the Tribunal:—

"Whether the action of the Zonal Manager, Punjab and Sind Bank Zonal Office, Chandigarh in terminating the service of Sh. Naresh Kumar a temporary peon was in violation of Section 25F of the ID Act? If so, what relief the workman is entitled to and from which date?"

As per claim statement the workman had been engaged as a Peon under respondent No. 2 *vide* letter dated 29.4.1993 and consequently he had joined the services on 10.5.1993. He continued to work as such up to 22.4.2002 when his services along with others were terminated without following the procedure envisaged under the Act. It has also been stated in the claim statement that the workman has completed more than 240 days in all years and has worked as peon for about nine years. There was no break in his service except Sundays and Gazetted holidays. His name was included in the seniority list prepared by the

management for being absolved on permanent basis and it is for that reason that even after 1996 he continued to work as such continuously without any break. Explaining the delay in submitting the demand notice it has been stated that the workman and seven others had filed CWP No. 9951 of 2002 titled Balbir Singh and Others Vs. Punjab and Sind Bank which was decided by the Hon'ble High Court *vide* order dated November 4, 2008.

The claim was contested by the management and it was stated that the workman had been engaged from time to time to meet the exigencies of service on the specified tenures and his engagement came to an end by efflux of time. He had been engaged subject to the condition that his services would be purely of temporary nature and he could be relieved within the stipulated period without assigning any reason. After having been relieved from service on expiry of stipulated period he was engaged afresh upon his request and sometimes break spanned more than 6 months. His engagement was in violation of Article 14/16 of the Constitution of India hence, he has no right for continuation or regularization of his service. Furthermore the action of the management does not amount to retrenchment of the workman in view of Section 2(oo)(bb) of the Act and the latter is not entitled to any relief. It was stated that the casual workers/daily workers and temporary employees engaged without following the procedure for making regular appointments and that too by an authority without power to make engagement are not entitled to protection under Section 25F of the Act. It has been denied that the name of the workman had been empanelled in the list for being absorbed in the bank on permanent basis. According to the respondents the list had been prepared by the bank forming panel of temporary peons who may be engaged by different branches to meet the exigencies of service. The claim was opposed on the ground of delay also.

In evidence the workman filed his affidavit and examined himself. He has relied on certain documents also. On behalf of the management the affidavit of Balwinder Singh Bhatia was filed but he was not produced in evidence.

The workman moved an application for summoning certain documents from management but the respondents neither filed any reply to the application nor filed the documents. Hence the application was allowed on 7.6.2012. The workman after the close of the evidence filed copies of register of employees from March 1997 to April 2002.

I have heard the learned counsel for the workman. Management however submitted written arguments which were considered by me along with evidence on record.

It is important to note that the reference is about the violation of Section 25F of the Act in terminating the services. if the workman. Workman is not demanding regularization.

It was argued by the learned counsel for the workman that he had been in the employment of the management for about nine years and his name was listed in the panel of

temporary peons and he had worked for more than 240 days in all years yet provisions of Section 25F of the Act were not complied with and the management failed to produce the relevant record despite the order of the Tribunal hence, adverse inference should be drawn against the management.

The management did not deny the employment and the alleged length of service of the workman but its plea is that he had been engaged intermittently to meet the exigencies without following the established procedure for making public appointment. He had been engaged on a fixed tenure of 60 days subject to the condition that his services would be of temporary nature and he could be relieved within the stipulated period without assigning any reason and after having been relieved from service on expiry of the stipulated period he was engaged afresh upon his request. The action of the management does not amount to retrenchment and comes within the exception provided under Section 2(oo)(bb) of the Act.

The first question is whether the termination of the service of the workman is covered by Section 2(oo)(bb) of the Act. It may be noted that the claimant has nowhere specifically pleaded that he had been in continuous service for not less than one year of the bank or at least for 240 days in the 12 calendar months preceding the date of his termination. He has simply stated in his claim statement that he completed more than 240 days in all years. He has filed attendance sheet from March 1997 to April 2002 after the close of the evidence. And as the same were not tendered in evidence, hence, they can't be relied upon. However a presumption against the management can be drawn as it failed to reply the application of the workman for summoning the attendance register and salary register also failed to produce the documents. It can be presumed that if the documents had been produced they would have supported the workman's case. But the evidence of the workman supports the plea of the management that he had been engaged intermittently to meet the exigencies and he had been engaged on a fixed tenure of 60 days subject to the condition that his service would be of temporary nature and he could be relieved within the stipulated period without assigning any reason. It is important to note that the workman did not file the appointment letters for the period of last one year preceding the date of his termination *i.e.* 22.4.2002. Instead he has filed appointment letters Exhibit W2 to W7 for the period 29.4.1993. to 17.11.1994. By each of these letters he had been given appointment for 60 days only and the letters show that his appointment was not continuous. The appointment under letter dated 29.4.1993 lasted on 28.6.1993 but next appointment was given to him on 28.7.1993. Similarly the appointment under letter dated 28.7.1993 lasted up to 27.9.1993 but his fresh appointment was given on 5.10.1993. Through appointment letter 20.12.1993 he was supposed to remain under employment up to 19.2.1994 but his next

appointment was given on 18.8.1994. The appointment letters produced by workman further go to prove the management case that he had been engaged on a fixed tenure of 60 days subject to the condition that his service would be on temporary nature and he could be relieved within the stipulated period even without assigning any reason and his engagement was not continuous. The fact that his name was in the panel of the temporary peons of the bank is of no help to workman in the circumstances of the case. In the case law cited by the learned counsel for the management the decision of the Apex Court in **Gangadhar Pillai Vs. Siemens Limited (2007) 1 SCC 533** is important. The Hon'ble Court observed that there had been breaks in service and the same were not artificial ones. Considering other circumstances also of the case the Hon'ble Court held that the appointment given to workman in the case being the case squarely within the term of Section 2(oo)(bb) of the Act.

The Hon'ble Court also held that only because an employee has been engaged as a casual or temporary employee intermittently for number of years, the same by itself could not imply that unfair labour practice have been resorted to.

In the present case also there is nothing on record to show that it was a practice of the respondents to re-engage the service of workman for another 60 days after completion of 60 days and the breaks in the service were of artificial nature, and the action of the management in appointing the workman was mala fide amounting to unfair labour practice to deprive the workman the protection of Section 25F of the Act;

On the basis of the above going discussion I agree with the arguments of the management counsel that the termination of the service of the workman comes under Section 2(oo)(bb) of the Act and is not retrenchment. Obviously the management in terminating the service of the workman was not obliged to comply with the provisions of Section 25F of the Act. I therefore hold that termination of the services of the workman was not in violation of Section 25F of the Act.

Reference is accordingly answered against the workman. Let two hard copies and one soft copy of the Award be sent to the Central Government for further necessary action.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 4 जून, 2013

**क्र.आ०१९८** —ौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ौद्योगिक विवाद में केन्द्रीय सरकार ौद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 221/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3.6.2013 को प्राप्त हुआ था।

[सं. एल-41012/137/99-आई आर (बी-1)]

सुमिति सकलानी, अनुभाग अधिकारी

New Delhi, the 4th June, 2013

**S.O. 1198.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947(14 of 1947) the Central Government hereby publishes the Award (Ref. No. 221/2004) of the Central Govt. Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the Industrial Dispute between the management of Western Railway, and their workmen, received by the Central Government on 03-06-2013.

[No. L-41012/137/99-IR(B-I)]  
SUMATI SAKLANI, Section Officer

**ANNEXURE  
BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
AHMEDABAD**

**Present:**

Binay Kumar Sinha,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad, Dated 29th April, 2013

**Reference : (CGITA) No. 221/2004**

The Divisional Railway Manager,  
Western Railway, Pratapnagar,  
Baroda (Gujarat) ...First Party

And

Their Workmen Uda Dhana  
Through the President,  
Paschim Railway Karmachari Parishad  
E/209, Sarvottam Nagar,  
Nr. New Railway Colony, Sabarmati,  
Ahmedabad (Gujarat)-380001 ...Second Party

**AWARD**

The Government of India/Ministry of Labour, New Delhi, by its order No. L-41012/137/99/IR(B-I), dated 31.08.1999 by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947, referred the dispute existing between the employers in relation to the management of Western Railway, Baroda and their workmen, for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) under the terms of reference in schedule.

**SCHEDULE**

"Whether the action of the management of Western Railway through the divisional Railway Manager, Western Rly., Baroda and other officers in terminating service of Mr. Uda Dhana, Gangman (Gang No. 8, C.P.W1, Godhra) by way of removal from the services with immediate effect *vide* N.O.P. dated 24.06.1995 is legal, proper and justified ?" and

"whether the penalty/punishment of removal from service, is proportionate to the gravity of misconduct. If not, to what relief the concerned workman Mr. Uda Dhana is entitled to and what directions are necessary in the matter?"

2. In response to notice, both parties appeared and filed respective pleadings- statement of claim (Ext-9) by the 2nd party (PRKP Union) and the written statement (Ext-10) by the 1st party.

3. The case of second party, shortly stated, is that Shri Uda Dhana was serving as Gangman under c.p.w.1 Godhara. On 30.03.1994 standard form no.-5 was served to Uda Dhana and on 24.06.1995 he was removed from service. but the railway administration failed to observe D.A rules and regulations since no proper opportunity was given to employer (Uda Dhana) for his defence, no show cause notice was served to him. Further case is that the railway administration deducted employee pay during his period of absent and loosing of pay is also punishment and by removal order he was awarded second punishment which is against the natural justice. The concerned employee Uda Dhana is illiterate and he does not know rules and regulation, in the recent Supreme Court Judgement it has been held that removal for absent is illegal. On these scores prayer is made to declare removal order of Uda Dhana to be null and void and he be reinstated with consequential benefits, compensation and cost of the litigation.

4. As against this, the case of the 1st party interlia pleading is that the reference is not maintainable, railway servants D&A rules are special Act/Rules and this Tribunal cannot decide the reference, Shri Dhana Ohana , concerned workman has not filed appeal and revision before the higher Rly. Authority. The 1st party has admitted contents of para 1 to 3 of s/c denied para 4,5 and 6 of s/c stating there in that Rly.administration acted correctly in view of the procedure and full opportunities have been given to the delinquent workman. The representative of workman also appeared and cross examined the management witness. After departmental enquiry N.I.P for removal from service had been served on the concerned workman and copy of inquiry report was also given to him. The content of para 7 and 8 are not correct. Shri Uda Dhana was absent without adopting proper procedure of Rly rules. He was absent and had not worked and so his such period is treated as no work no pay and so Shri Uda Dhana is not entitled for the pay of such period. Ignorance of railway rules due to illiteracy is no excuse no comments on para 9 of the s/c. The 2nd party has not mention citation of S.C. judgement as per para 10, so not possible to offer any comment. On these scores prayer is made to dismiss the reference since the concerned workman Shri Uda Dhana is not entitled to the relief as claimed.

5. In view of pleadings of the parties the following issues are taken up for arriving as decision in this case :-

- i. Is the reference case maintainable?
- ii. Has the 2nd party Union valid cause of action to raise the dispute for the workman Shri Uda Dhana?

- iii. Whether the unauthorised absent of the workman Shri Uda Dhana was willful or due to compelling circumstances?
- iv. Whether the standard form-5 (chargesheet) depict the actual period of unauthorised absence?
- v. Whether the enquiry report was prepared by the E.O after conclusion of departmental enquiry under DAR?
- vi. Whether the punishment of removal from service with immediate effect imposed upon Shri Uda Dhana date 24.06.1995 is shockingly disproportionate to the gravity of misconduct?
- vii. Whether the concerned workman Shri Uda Dhana is entitled to the relief as claimed?
- viii. What orders are to be passed?

#### FINDINGS

**ISSUE No.-(III), (IV), (V) :**— These issues are taken up together for discussion and consideration. I have gone through the copies of enquiry files produced by both sides, 2nd party has produced 13 documents as per list Ext-5 marked Ext-5/1 to 5/13. Ext-5/9 is statement of Shri G.S.Sharma on 16.07.1996 before E.O. and Ext-5/13 is statement of workman Shri Uda Dhana on 16.07.1994 before the E.O. From the statement of Shri G.S. Sharma (P.W.I Godhara) it does not appear that the delinquent was absented himself from duty wilfully, rather it has come Uda Dhana was under sick *vide* DMO No. ED/107 dated 14.10.1993 and C.S.C No. 44 dated 29.10.1993. He does not remember whether Uda Dhana produced sick C.S.C certificate personally or by post whereas Uda Dhana in his statement (Ext-5/13) stated that I do not remember at present but the facts are that he submitted C.S.C. certificate. Shri Uda Dhana (workman) in his oral deposition in the court *vide* Ext-14 *vide* para 2 stated he had not attended on duty from 08.11.1993 to 19.03.1994 due to the reason that his mother was seriously ill and his father was dead, he was alone having no brother and his mother died and his wife was suffering from mental disorder and that he had informed to P.W.I. Godhara through postcard about these causes for not going to duty. The 2nd party has submitted zerox copy of certificate granted by Dr.A.R.Shaikh M.B.B.S., , Medical Officer,PH.C/ Gogajipura Ta. Kathal Dist. Kheda regarding Uda Dhana's wife Mrs. Nandaben suffering from acute psychosis having debilitated (bed ridden) condition and was advised for rest and personal daily round the clock care at home by her near relative husband and others from 08.11.1993 to 19.04.1994. So as per statement of Shri Uda Dhana before E.O. on 16.07.1994 and as per his evidence in court *vide* Ext-14 it is an evident that he was earlier on sick leave upto 07.11.1994 and thereafter prevented from joining duty due to consequetive illness of his widow mother who died and also due to his wife bed ridden due to psychosis disease (mental disorder). He claimed that he

sent information to department through postcard. It may be said that it was his unauthorised absent from duty due to compelling circumstances but cannot be said to be absent from duty wilfully.

6. More so there is vagueness in stand form 5 (chargesheet) vide Ext-5/12 dated 24- 26.02.1994. the contents of allegation of misconduct go to show that he remained absent from 08.11.1994 to till date without permission of P.W.I. Godhara. Admitted Shri Uda Dhana was Class -IV employee and not very literate and as per letter of Head office, Western Railway, Churchgate, Mumbai dated 06.06.1984 not to start disciplinary action against fourth grade employee of Western Railway in English rather to take disciplinary action in Hindi. The certificate of doctor and circular letter of Head office has been submitted with affidavit of workman Uda Dhana vide Ext- 16. In spite of that the entire enquiry proceeding was proceeded against delinquent Uda Dhana in English including issue of standard form 5(charge sheet) recording statements, submission of enquiry report and punishment order etc.

7. Further from the enquiry file, it is obvious that finding of inquiry officer E.O/C.P.W.I(D) is dated 08.05.1994 whereas inquiry was concluded after 16.07.1994 and so naturally findings of E.O. ought to have been dated after 16.07.1994 and not prior to conclusion of enquiry on 08.05.1994. So the whole episode of conducting enquiry under DAR appears to be some fishy and more so, not conducting enquiry in Hindi against class IV employee Shri Uda Dhana even strict instruction of Head office, Western Railway, Churchgate, Mumbai.

8. The management witness Shri Rajesh Ramchandra Dixit in his oral evidence vide Ext- 20 stated that he had imposed punishment as per DAR enquiry in standard form 5 (charge sheet). He admitted that in standard form-5 , he imputed allegation under the charge sheet for absent from duty from 08.11.1994. He also admitted that allegation under chargesheet and order of punishment are of different dates. However he stated that it is not a fact that for absenteeism from 08.11.1994. He had given standard form 5 (Charge sheet) to Shri Uda Dhana. He stated that actually charge sheet was given for the period of absence from 18.11.1993 to 18.04.1994 and the workman Shri Uda Dhana had resumed duty from 19.04.1994. He admitted that letter dated 19.04.1994 (Ext-20.1) is of Uda Dhana had demanded money from Railway Dept. for meeting expenses in treatment of his wife. Management witness during cross examination also admitted Ext-20/5 the copy of railway rules disciplinary appeal page 257 to 258 that the 1st date of enquiry sitting has to be fixed for 1st hearing and after 1st hearing charge sheeted employee is called on next date but he conducted the entire enquiry under DAR in one day. He admitted that he conducted entire enquiry in English whereas it had to conducted in Hindi as per Head office circular. He also admitted at page 10 (para 21) that he prepared the enquiry

report on 08.05.1994 that meanse before start of DAR enquiry.

9. From the Scrutinizing the materials, evidence documentary and oral, I find that the unauthorised absent of the workman Shri Uda Dhana was not wilful rather it was due to compelling circumstances of prolonged illness of his wife and as per doctor advise to attend her round the vigil. I also find that the standard forms-5 (charge sheet) regarding period of absent from 08.11.1994 till today depict not correct state of affairs and appears to be vague. I also find that the enquiry report was prepared by the E.O. (management witness) vide Ext-20 much prior to conclusion of the DAR inquiry on 16.07.1994. These issue no-III,IV & V are answered accordingly.

**10. ISSUE No. VI:**—In view of the findings arrived at issue No III,IV, & V in the foregoing paras, I further find and hold that the punishment of removal from service with immediate effect imposed upon Shri Uda Dhana dated 24.06.1995 is shockingly disproportionate to the gravity of misconduct and so the discipline authority under DAR (Disciplinary & Appeal Rules) has imposed excessive and harsh punishment because there was no wilful absence on part of Shri Uda Dhana rather he was compelled to remain absent from duty due to serious mental illness of his wife. So, I find a fit care for interfering in to the order of punishment so imposed by invoking the provision of section 11 A of the Industrial Dispute Act,1947. This issue is decided agaistin the management of the 1st party.

**11. ISSUE No. I & II:**—In view of the findings to issue No. III, IV, V & VI is the forgoings. I am of the considered view that the reference is maintainable and the Union (P.R.K.P.) has every right having valid cause of action to raise dispute for the redressal of grievances of its workman Shri Uda Dhana.

**12. ISSUE No. (VII) :-** For the reasons noted above, the punishment of removal from service of Shri Uda Dhana with immediate effect is set aside and he (Uda Dhana) is ordered to be reinstated in service with consequential benefits and 50% of back wages.

**13. ISSUE No. (VIII):-** The reference is allowed on confer. No order of cost. The 1st party is directed to reinstate the workman Shri Uda Dhana within one month of publication of this award otherwise the back wages of 50% will carry interst @ of 9% P.A.

This is my award.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 4 जून, 2013

**का अ199** —ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण,

अहमदाबाद के पंचाट (संदर्भ संख्या 114/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-6-2013 को प्राप्त हुआ था।

[सं. एल-41011/19/2002-आई आर (बी-1)]  
सुमिति सकलानी, अनुभाग अधिकारी

New Delhi, the 4th June, 2013

**S.O. 1199.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 114/2006) of the Central Govt. Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the Industrial Dispute between the management of Western Railway, and their workmen, received by the Central Government on 03-06-2013.

[No. L-41011/19/2002-IR(B-I)]  
SUMATI SAKLANI, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

**Present :** BINAY KUMAR SINHA,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad, Dated 26th April, 2013

#### Reference: CGIT A No.114 of 2006

1. The General Manager, Western Railway,  
Churchgate, Mumbai-400001
2. The Divisional Railway Manager,  
Western Railway, Pratapnagar, Baroda-390004
3. The Sr. Divisional Mech. Engineer,  
Western Railway, Diesel Shed, Vatva,  
Ahmedabad ...First parties  
**And**

Their workmen

Through the Divisional Secretary,  
Paschim Rly, Karmchari Parishad,  
E/209, Sarvottam Nagar,  
Near New Railway Colony, Sabarmati,  
Ahmedabad-380013 ...Second Party

For the first party: Shri H.B. Shah, Advocate  
For the second party: Shri R.S. Sisodia, president, P. R.  
K. P. Western Railway

#### AWARD

The Government of India/Ministry of Labour, New Delhi vide its order no. L-41011/19/2002-IR(BI) dated 18-04-2006, in exercise of powers conferred by clause (d) of sub section (1) of section 10 of the Industrial Dispute Act, 1947, referred the dispute between the management of western Railway and their workmen to Central Government

Industrial Tribunal, Ahmedabad for adjudication under the terms of reference in the schedule:—

#### SCHEDULE

"Whether the action of the management Divisional Railway Manager, Western Railway, Baroda in denying promotion to Shri Dayashankar Oza and Shri Jamalludin to the post of SPA Gr. III or equivalent to SPA Gr. III after they cleared the trade test is legal and justified? If not, then to what relief the concerned employees were entitled to and from which date?"

2. Both side appeared in response to notice and filed respective pleadings statement of claim (Ext-9) by the 2nd party and written statement (Ext-10) by the 1st party.

3. The case of the Union (2nd party) is that the workmen Shri Dayashankar Oza and Shri Jamaluddin has also been selected and passed departmental trade test examination vide letter dated 04-12-1997 for getting benefits of SPA Gr. III in pay scale of Rs. 950- 1500, but the benefit was not granted to them whereas two persons at Sl. No. 1 and 2 were granted benefits but they as Sl. No. 3 and 4 vide letter dated 04.12.1997 were denied benefits without any reason whereas actual and anticipated vacancies of SPA Gr. III were available. Due to the reason Dayashankar Oza and Jamalludin who are selected for the higher post viz SPA Gr. III in the year 1997 have not been promoted till 2000 and due to this they suffered losses of Rs. 1500 in wages per month. The charter of demand was raised by the union before the employer 1st party. Further case is that the 1st party employers adopted a pick and choose policy and granted benefit of selection in higher grade to the employee of their choice namely Budhabhai B. Baria and Amrish M. Bhavasar and the same has been denied to these two similar situated workmen Dayashankar Oza and Jamalluddin. This show in justice in the matter of giving promotion on these scores prayer is made by the union for directing the 1st party employer to grant promotion to Shri Dayashankar Oza and Shri Jamalludin to the post of SPA Gr. III with all consequential benefits along with 12% interest.

4. The case of the 1st party as per written statement pleading *inter alia* is that the reference is not maintainable, the promotion sought for is not in accordance with seniority but is subject to passing of departmental trade test and so non-granting promotion does not fall within the preview of Industrial Dispute Act. The reference suffered also due to non-joining of the workmen in the proceeding as necessary parties, and that the reference is barred by delay, laches and acquiescence. It has been admitted that the union has raised charter of demand vide letter dated 04-12-1997 to grant the benefit of SPA Gr. III in pay scale of Rs. 950-1500. It has been denied that the workmen Shri Dayashankar Oza and Shri Jamalluddin had passed the departmental examination of trade test. It is the case of the 1st party that Shri Dayashankar Oza was working as BTM/ELF- Vatva which was under control of D.R.M., W.R., Baroda and from

01.04.2003, Ahmedabad, W.Rly division was created and Vatva came under Jurisdiction of D.R.M. , Western Railway, Ahmedabad. Trade test of D.M plant attendant was to be held and willingness of concern workmen was also invited and Shri Dayashankar Oza also vide letter dated 12.04.997 had given consent and willingness of trade test and Shri Dayashankar Oza was Junior so not called for trade test and so question of granting promotion to the post of plant attendant Gr. III to Shri Dayashankar Oza does not arise. Further case is that no juniors to Shri Dayashankar Oza was promoted to the post of D.M plant operator. The result of trade test of D.M. plant operator Gr. III notified on 07.10.1997 and eligible candidate were promoted as per Annexure-F1/F2&F3. Promotion is solely on the result of trade test and so there was no pick and choose policy adopted by the 1st party. The concern workmen Shri Dayashankar Oza and Shri Jamaluddin were not in selected list. On these scores prayer is made to dismiss the reference since the 2nd party is not entitled to get relief as per para 9 (a) or 9 (b) or any other relief sought for in the statement of claim.

5. In view of the pleadings of the parties the following issues are taken up for determination.

### ISSUES

- (i) Whether the reference is maintainable?
- (ii) Has the Union (P.R.K.P.) got valid cause of action for raising the industrial dispute for the cause of its two workman (members of Union)?
- (iii) Is the matter referred for adjudication suffered from and barred by delay, laches and acquiescence?
- (iv) Have the two workmen Shri Dayashankar Oza and Shri Jamaluddin passed and cleared the trade test examination and selected for higher post viz SPA Gr. III vide letter dated 04.12.1997 of the 1st party?
- (v) Are the aforesaid two workmen Shri Oza and Shri Jamaluddin also entitled for the benefits of pay scale 950-1500 as that of Shri Budhabhai B. Baria and Shri Amrish M. Bhavsar on the successful outcome of the trade test vide letter dated 04.12.1997 of the 1st party?
- (vi) Whether the action of the management of Divisional Railway Manager, Western Railway, Baroda in denying promotion to Shri Dayashankar Oza and Shri Jamaluddin to the post of SPA Gr.III or equivalent to SPA GR. III after they cleared the trade test, is legal and justified?
- (vii) What orders are to be passed?

### FINDINGS

**6. Issue No. III.**—The 2nd party union had raised an industrial dispute by issuing charter of demand dated

04.12.1997 against the 1st party employer for grant of benefits of SPA Gr. III in pay scale of Rs.950-1500 as per departmental trade test examination passed by their workmen Shri Oza and Shri Jamaluddin. The 1st party in its written statement vide para -7 has categorically admitted about raising demand by the union vide letter 04.12.1997 for granting benefit of SPA Gr. III in pay scale of Rs.950-1500. It is not disputed that the conciliation officer submitted failure report to the appropriate Government but the Central Government/Ministry of Labour had earlier taken the decision of not referring the demand of the union for adjudication. The Union challenged the decision of the Government of India in SCA No. 177/03 before the Gujarat High Court and the Hon'ble Court of Gujarat vide order dated 28.11.2005 set aside the decision of Ministry of Labour declining reference and directed the Government to refer the dispute for adjudication. The Government of India/Ministry of Labour there after reconsidering the industrial dispute referred, the dispute under the terms of reference as per schedule for adjudication to this tribunal vide order dated 18.04.2006. So there is no question of the reference in any way suffering from delay laches and being barred by acquiescence. Such objection of the 1st party taken in its w.s. are only ornamental and having no leg to stand. This issue is decided accordingly in negative.

**7. ISSUE No. IV & V:**—Both parties have adduced oral and documentary evidence in this case. Firstly coming to the documentary evidence, the 2nd party union through a list (Ext-11) submitted two documents for admitted in documentary evidence by making them exhibits and the copy of documents with list was also received by the lawyers of the 1st party on 13.01.2012. Ext-20 is letter dated 04.12.1997 of D.R.M Office, Western Railway, Vadodara, vide EL/1138/3/71 bhag-1 on the subject of giving promotion in SPA Gr. III scale of Rs. 950-1500 to the workmen declared (pass) in trade test held in locoshed Mech. Dept., Vadodara Division. And vide Ext-20 the result of four passed workmen including the two workmen Shri Dayashankar Oza and Shri Jamaluddin at SL No.3 & 4 respectively were notified for promotion in SPA Gr.III scale 950-1500. This Ext-20 is admitted documents since the 1st party has also filed its xerox copy marked ext-22. The 1st party hopelessly tried to show vide annexure F/1, F/2 and F/3 attached with w.s and marked Ext-17, 18 and 19 from the Divisional office, Vadodara vide letter dated 01.03.1997 application were invited for trade test Mech.Dept for the post of D.M. plant attendant and other in Gr.III scale 950-1500 and not for the post of SPA Gr.III. but Ext-20/22 itself demolished that as per order of Divisional Office, Vadodara trade test result was also notified for SPA Gr. III scale 950- 1500 and as per Ext-22, the 1st party has promoted only two Budhabhai B. Baria and Amrish M. Bhavsar(Sl. No.1& 2 ) of Ext-20/22 but left to extend benefit of promotion to Shri Oza and Shri Jamaluddin (Sl. No-3 & 4) of Ext-20/22 without assigning any reason. The discriminating attitude of the 1st party is clearly reflected as per Ext-24 the letter dated 28.04.1999 of the

Divisional office, Vadodara in abolishing post in cadre at Diesel.shed, Vatva where in together with surrendering of other posts two posts in SPA Gr. III scale 3050-4590 were surrendered. Whereas trade test of four candidates in SPA Gr. III was held for vacancies including anticipated vacancies. The passed candidate of SI No. 1 &:2 of Ext-20/22 were promoted as Boiler Operator Gr. III scale 3050-4590 i.e. equivalent to SPA Gr. III post but promotion of two more passed candidates of SL No.3 & 4 Shri Dayashankar Oza and Shri Jamaluddin was ignored in extending benefits to them also and two post in SPA Gr. III was surrendered on 28.04.1999. Shri Budhabhai B. Baria and Shri Amrish M. Bhavsar were granted promotion on 23.04.1998 and the benefits to two more passed as SI No. 3 & 4 was withheld without assigning any cogent reason. The 1st party has also relied upon the Ext-25 which is letter dated 31.03.2000 of Divisional Office, Vadodara for providing promotion to the workmen (A) Diesel Mech. Gr. III and (B) Electric Fitter Gr. III in pay scale 3050-4590. The name of Shri Dayashankar Oza and Shri Jamaluddin appeared as S1 No.18 & 26 in B (approved Electric Fitter Gr.III). That clearly reveals that delayed promotion in approved post Gr. III scale 3050-4590 was granted to Shri Dayashankar Oza and Shi Jamaluddin for which they were entitled for upgraded scale as that of Budhabhai B. Baria and Amrish M. Bhavsar on or after 03.04.1998 and much before surrender of two post of SPA Gr. III on 28.04.1999. Ext- 18(Annexure-F/12) and Ext-19 (Annexure -F/3) produced by the 1st party are not relevant documents to discredit the claim of 2nd party raising industrial dispute for grant of benefits to Shri Oza and Shri Jamaluddin at par with Budhabhai B. Baria and Amrish M. Bhavsar as per passed result of trade test vide letter dated 04.12.1997 (Ext 20/22) Ext-18 & 19 are letter regarding one result and one promotion to one passed workmen Suryabali of Mech. Dept. of D.S. Vatva which is not covering the entire trade test held and result notified department arise of Diesel shed, Vatva. Ext- 26 filed on behalf of the 2nd party (union) is copy of letter no. EP 1130/3 dated 9th November 1992 of Head Quarters Office, Western Railway, Churchgate, Mumbai- that go to reveal that number of candidate to be called for suitability/trade test to fill non-selection posts should be equal to the actual vacancy existing and anticipated vacancies so that the persons who have passed such a test will not have to wait for promotion for a long period. This instruction of Western Railway, Headquarters, Churchgate, Mumbai which was as per Railway Board's letter No -E(NG)66pm1/98 dated 13.10.1967 has been clearly ignored by the 1st party in extending benefits to Shri Dayashankar Oza and Shri Jamaluddin who had passed trade test for the SPA Gr. III vide Ext.-20/22.

8. Now coming to the oral evidence of the parties. one of the concerned workman Shri Dayashankar Oza in his oral evidence vide Ext-12 has supported his case and also of .Shri Jamaluddin for getting benefits of promotion to SPA Gr.III where they along with two passed the trade test vide letter dated 04.12.1997 and two were granted

benefits but he and Jamaluddin were ignored whereas there was permanent vacancy post already available but the 1st party employer did not consider my case and not granted promotion from back date and as such he suffered recurring monetary loss of Rs.1500 p.m. During cross exam, it has come that he had applied for S.P.A.Gr. III post on 12.04.1997 and he was allowed for trade test. He denied to such suggestion of the 1st party's lawyer that he was not called for the trade test and it is not true that he has not passed the trade test. He deposed that according to vacancy call letter was issued to appear in trade test. He stated that Annexure-1 of 1st party does not include the upgraded post of SPA (plant attendant). He also stated that D.M. Plan attendant is called distilled water plant attendant where as S.P.A is called submersible plant attendant. He stated that Annexure F/2 is not result of trade test of SPA Gr. III rather is of D.M. plant to which he has no concern rather he has concern with result of trade test of SPA Gr. III. Through Ext-14 , the 1st party witness Shri Ambalal Labona, Assistant Personal Officer, Western Railway, Baroda has admitted during examination vide para-10 that the concern workmen (Shri Dayashankar Oza and Shri Jamaluddin) can raise Industrial Dispute through their Union (P.R.K.P.) vide para-11 he also admitted that four post of SPA Gr.III, were anticipated and for these four vacancies four workmen were called for trade test and Shri Dayashankar Oza and Shri Jamaluddin also passed the trade test. Vide para-12 he admitted that D.M. plant and SPA both are separated category and that is SPA Gr.III no one was given promotion and two post in SPA Gr. II was surrendered. He admitted that the three Annexures filed with Ext-10 (w.s) has no relation with this reference case. He admitted that as per Ext-11/1(Ext-20 pukka Ext) four person had passed trade test for post of SPA Gr. III He admitted as to letter of G.M. filed with list Ext-15 vide para 14 the 1st party witness clearly admitted that four passed candidates of trade test vide Ext-20 ought to have been given promotion from 1997. But Shri Dayashankar Oza and Jamaluddin were granted promotion after three year (i.e. March 2000 vide Ext-25).

9. The evidence of 1st Part witness at Ext-14 vide para-3 itself go to prove the discriminating of the 1st Party in differentiating between recognized union and unrecognized union. He deposed that recognized union is having right to raise such industrial dispute for workmen Shri Dayashankar Oza and Shri Jamaluddin but P.R.K.P. since is not recognized union and so dispute raised by the union P.R.K.P. is legally not maintainable. His such evidence is clearly violating the constitutional right guaranteed to every person under the constitution of India. It is immaterial that the case of two concern workmen were not taken up by recognized union rather it was take up by P.R.K.P. But P.R.K.P. is a registered union performing its activity taking up causes of workmen within Western Railway and as per admission of 1st party witness at para-10 concern workmen can raise dispute through their union. From Ext-21 which is letter of concern workmen Shri Dayashankar Oza dated

03.06.1998 through proper channel to D.R.M. (E) Vatva raising grievances that he was amongst the four successful candidate passed trade test to SPAGr. III but only two out of four has been promoted and posted vide letter E/L 839/5/89 dated 23.04.1998 and requesting through representation to promote him in SPA Gr. III scale Rs. 3050-4590. And when the individual grievance of workmen Shri Dayashankar Oza was not considered than the dispute was raised through union (P.R.K.P.).

10. Thus on scrutinising the evidence as per discussion made above, I find and hold that the two workmen Shri Dayashankar Oza and Shri Jamalluddin had also passed the trade test of SPA Gr. III and had been selected for the higher post vide 1st party letter dated 04.12.1997. I also find and hold that though they have been promoted vide Ext-25 letter dated 31.03.2000 in Gr. III but are entitled for benefits of scale 950-1500 corresponding 3050-4590 from the date 23.04.1998 when other two trade test of SPA Gr. III passed candidates Budhabhai B. Baria and Amrish M. Bhavsar were promoted and got benefit of scale 3050-4590. Thus, issue No-IV and V are decided in favour of 2nd party union.

**11. ISSUE No. VI:**— In view of the findings to issue no (IV) and (V) in the foregoing paras, I find and hold that the action of the management of D.R.M., Western Railway, Baroda in denying promotional benefits of the scale of corresponding 3050-4590 to Shri Dayashankar Oza and Shri Jamalluddin to SPA Gr. III or equivalent post after they cleared and passed the trade test (vide Ext-20/22) is illegal and unjustified. This issue is decided against the 1st party.

**12. ISSUE No. I and II :**— In view of findings to issue No -(III), (IV), (V) and (VI) in the foregoing, I further find and hold that the reference is maintainable as the Union of P.R.K.P. has valid cause of action for raising the industrial dispute for the causes of its workmen Shri Dayashankar Oza and Shri Jamalluddin.

**13. ISSUE No. VIII:**— The reference is allowed on contest. No order as to cost.

The 1st party are directed to grant promotional benefits of S.P.A Gr. III or equivalent post to the similar situated passed candidates Shri Dayashankar Oza and Shri Jamalluddin in the scale 950-1500 corresponding scale 3050-4590 w.e.f. the date of promotion to the two trade test passed candidates Shri Budhabhai B. Baria and Shri Amrish M. Bhavsar within two months of publication of this award, failing which the amount of calculated monetary benefits will carry interest @9% P.A.

This is my award.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 4 जून, 2013

**क्रम 1200** —जबकि केन्द्र सरकार की यह राय है कि संलग्न अनुसूची में उल्लिखित मामलों के संबंध में बजाज इलैक्ट्रीकल्स लिमिटेड

के प्रबंधन से संबद्ध नियोक्ताओं और उनके कामगारों के बीच एक औद्योगिक विवाद विद्यमान है;

और इस विवाद में राष्ट्रीय महत्व का प्रश्न समाहित है और इसकी प्रकृति ऐसी है कि एक से अधिक राज्य में स्थित बजाज इलैक्ट्रीकल्स लिमिटेड के प्रतिष्ठानों की रुचि इस विवाद में है या इस विवाद से उन प्रतिष्ठानों के प्रभावित होने की संभावना है;

और जबकि केन्द्र सरकार की यह राय है कि उक्त विवाद का न्याय-निर्णयन एक राष्ट्रीय औद्योगिक न्यायाधिकरण द्वारा किया जाए;

और जबकि केन्द्र सरकार औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 7 ख द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एततद्वारा एक राष्ट्रीय औद्योगिक न्यायाधिकरण का गठन करती है जिसका मुख्यालय मुम्बई में होगा और केन्द्र सरकार श्री गौरी शंकर सराफ को, जो वर्तमान में औद्योगिक न्यायाधिकरण-सह-श्रम न्यायालय संच्चा-1, मुम्बई के पीठासीन अधिकारी हैं, को इस न्यायाधिकरण के पीठासीन अधिकारी के रूप में नियुक्त करती है और उक्त अधिनियम की धारा 10 की उपधारा-1क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा उक्त विवाद को न्यायनिर्णयन के लिए राष्ट्रीय औद्योगिक न्यायाधिकरण में निर्दिष्ट करती है।

### अनुसूची

“क्या मैसर्स बजाज इलैक्ट्रीकल्स लिमिटेड मुम्बई के प्रबंधन द्वारा 20 चार्टर मांगों (परिशिष्ट के अनुसार) पर विचार नहीं करने की कार्यवाही वैध एवं न्यायोचित है? यदि नहीं तो संबंधित कामगार किस प्रकार की सहायता के हकदार हैं?”

[सं. एल-42012/42/2013-आईआर(डीयू)]

सुप्रति सकलानी, अनुभाग अधिकारी

New Delhi, the 4th June, 2013

**S.O. 1200.**—Whereas the Central Government is of the opinion that an industrial dispute exists between the employers in relation to the management of Bajaj Electricals Ltd. and their workmen in respect to the schedule annexed;

And Whereas the dispute involves question of national importance and is of such nature that the establishments of Bajaj Electricals Ltd. situated in more than one State are likely to be interested in, or affected;

And Whereas the Central Government is of the opinion that the said dispute should be adjudicated by a National Industrial Tribunal;

And Whereas the Central Government, in exercise of powers conferred by Section 7 B of the Industrial Disputes Act, 1947 (14 of 1947) hereby constitutes a National Industrial Tribunal with the Head Quarters at Mumbai and appoint Justice Gauri Shanker Sarraf, presently Presiding Officer, CGIT No. 1, Mumbai as its Presiding Officer and in exercise of the powers conferred by Sub-section 1A of Section 10 of the said Act, hereby refers the said Industrial Dispute to the said National Industrial Tribunal for adjudication. The said National Industrial Tribunal shall give its award within a period of six months.

## SCHEDULE

"Whether the action of the management of M/s Bajaj Electricals Limited, Mumbai, in not considering the charter of 20 demand (as per Annexure), is legal and justified? If not, to what relief the concerned workmen are entitled to?"

[No. L-42012/42/2013-IR(DU)]

SUMATI SAKLANI, Section Officer

परिशिष्ट-1

INDIA BAJAJ ELECTRICALS EMPLOYERS'  
FEDERATION AHMEDABAD

CHARTER OF DEMANDS FOR AND OF BEHALF OF  
THE EMPLOYERS OF BAJAJ ELECTRICALS LIMITED  
SITUATED ALL OVER THE COUNTRY.

### 1. BASIC WAGE SCALES.

The Company shall revise the present basic wage scales with effect from 1.1.2008 and shall pay basic wages to the employees as per the following revised wage scales every month with effect from 1.1.2008.

Grade A: Rs. 3000-50-3250-60-3550-70-3900

Grade B: Rs. 3600-80-4000-90-4450-100-4950

Grade C: Rs. 4200-110-4750-120-5350-130-600

Grade D: Rs. 5000-140-5700-150-6450-160-7250

### 2. FITTING IN THE EXISTING EMPLOYEES IN THE REVISED SCALES.

The Company shall add Rs. 1400 per month to the monthly basic wage of the employees in Grade A, Rs. 1650/- per month to the monthly basic wage of the employees in Grade B, Rs. 1950 per month to the basic wage of the employees in grade C, Rs. 2400/- to the monthly basic wage of the employees in Grade D and shall fit them at the proper step of their respective grade. In the event of any employee not falling in the proper step of the Grade, he shall be fitted in the next higher step of the Grade.

### 3. STAGNATION INCREMENT

The employees reaching the ceiling of their grade shall be paid the last drawn increment as annual increment every year treating the employee as if never stagnated.

### 4. FIXED DEARNESS ALLOWANCE

The Company with effect from 1.1.2008 shall add Rs. 600 per month, to the existing fixed dearness allowance paid to each employee.

### 5. VARIABLE DEARNESS ALLOWANCE

With effect from 1.1.2008 the Company shall pay Variable Dearness allowance every month to the employees linked with All India Consumer Price Index base (1949=100) or the consumer price index for the city concerned whichever is higher at the rate of 1% the basic wage of the month per point rise above the datum point arrived at for calculating variable dearness allowance to be paid to the employees as per the settlement dtd. 11.12.2004.

### 6. MONTHLY ALLOWANCES

#### a) House Rent Allowance

The Company with effect from 1.1.2008 shall pay House Rent Allwance every month to each employee at the following rates as per the grade as under:

Grade A: Rs. 1200/- every month

Grade B: Rs. 1500/- every month

Grade C: Rs. 1800/- every month

Grade D: Rs. 2100/- every month

#### b) Education Allowance

With effect from 1.1.2008 the Company shall pay Rs. 1000 to each employee every month as education allowance.

#### c) Domiciliary Medical Allowance

With effect from 1.1.2008 the Company shall pay 10% of the wages (Basic+FDA+VDA) as domiciliary medical allowance to each employee every month.

#### d) Vehicle Maintenance Allowance

The Company shall pay (i) Rs. 1000 every month to each employee owning two wheelers (ii) Rs. 2000 every month to each employee owning four wheelers as vehicle Maintenance Allowance every month with effect from 1.1.2008.

### 7. PETROL EXPENSES

The Company shall reimburse the petrol/diesel expenses of the workmen every month to a maximum of 75 liters every month.

### 8. LEAVE TRAVEL CONCESSION

The Company shall pay 2Tier A/c. class Rail fare upto a maximum of 5000 kms. To and fro of the workmen and their dependents as Leave Trael Concession once in a year with effect from the calendar year of 2008.

### 9. REIMBURSEMENT OF MEDICAL EXPENSES

The Company shall reimburse the medical expenses including Hospitalization charges in full incurred by the employees and their dependents.

### 10. LUNCH ALLOWANCE

The Company shall pay Rs.100 per day to each employee as Lunch allowance with effect from 1.1.2008.

### 11. OUTFIT ALLOWANCE

The Company shall pay rs. 500 every month to each employee as Outfit Allowance.

### 12. GRATUITY

The Company with effect from 1.1.08 shall pay 45 days salary per year of completed service to the employees as Gratuity.

### 13. EXGRATIAPAYMENT

The Company with effect from the calendar year 2008 shall pay 25% of the total annual income of the

employee as ex-gratia payment every year before Diwali.

#### 14. RETIREMENTAGE

The retirement age of the employees in the Company shall be 65 years with effect from 1.1.2008.

#### 15. RETIREMENT-CUM-DEATHBENEFIT

The Company shall pay Rs. 2,50,000 to the employee who retires from service and to the dependents of the employee who dies while in service of the Company as retirement-cum-death benefit.

#### 16. LOANS

The Company shall advance the following loans to the employees without interest and shall recover the same in each equal monthly instalments.

- (i) Personal Loans Rs. 1,00,000/-
- (ii) Vehicle Loan 80% of the cost of Vehicle
- (iii) Housing Loan 80% of the cost of the House.

#### 17. TEMPORARY WORKMEN

All employees working as Temporary or casual shall be confirmed as permanent employee with effect from 1.1.2008.

#### 18. YEARLYINCENTIVE

The Company with effect from 1.1.2008 shall pay yearly incentive to the employees as under:

- (i) Employee in Grade A- Rs. 25,000/-
- (ii) Employee in Grade B- Rs. 35,000/-
- (iii) Employee in Grade C- Rs. 50,000/-
- (iv) Employee in Grade D- Rs. 75,000/-

The actual payment of the incentive shall be made in the month of December every year.

#### 19. CONTRACT LABOUR

The assurance to settle all the issues regarding Contract Labour employed in the Company should be fulfilled.

#### 20. EXISTING TERMS AND CONDITIONS

All the existing terms and conditions of Service in which no revision is sought for shall continue as if they form a part of this settlement.

P. CHIDAMBARAM, President

नई दिल्ली, 5 जून, 2013

**क्रमा 1201** —केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91-के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा चेन्नई पेट्रोलियम कार्पोरेशन, के कारखानों/स्थापनाओं के नियमित कर्मचारियों को इस अधिनियम के प्रवर्तन से छूट प्रदान करते हैं। यह छूट, इस अधिसूचना के जारी होने की तारीख से एक वर्ष की अवधि के लिए लागू रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है, अर्थात्:-

- (1) पूर्वोक्त स्थापना जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगी, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दिखाये जायेंगे;
- (2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदर्भ अंशदानों के आधार पर हकदार हो जाते हैं;
- (3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;
- (4) उक्त कारखाने/स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने/स्थापना पर उक्त अधिनियम (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है) प्रवर्तमान था ऐसी विवरणियां, ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;
- (5) निगम द्वारा उक्त कर्मचारी राज्य बीमा अधिनियम की धारा 45 की उप-धारा (1) के अधीन नियुक्त किया गया कोई सामाजिक सुरक्षा अधिकारी या निगम का इस नियमित प्राधिकृत कोई अन्य पदधारी;
- (i) धारा 44 की उप-धारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ; अथवा
- (ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या
- (iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या
- (iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा:-
- (क) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त अधिकारी या अन्य पदधारी इस अधिनियम के प्रयोजनार्थ आवश्यक समझता है; अथवा
- (ख) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे

निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या

(ग) प्रधान या आसन्न नियोजक की, उसके अधिकार्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या

(घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;

(ङ) यथानिर्धारित अन्य शक्तियों का प्रयोग करना।

6. विनिवेश/निगमीकरण के मामले में, प्रदत्त छूट स्वतः: रह हो जाएगी और तब नए प्रतिष्ठान को छूट हेतु सम्बित सरकार की अनुमति लेनी होगी।

[सं० एस-38014/13/2011-एस एस-I]  
नरेश जायसवाल, अवर सचिव

New Delhi, the 5th June, 2013

**S.O. 1201.**—In exercise of the power conferred by Section 88 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of factories/establishments of Chennai Petroleum Corporation from the operation of the said Act. The exemption shall be effective from the date of issue of notification for a period of one year.

2. The above exemption is subject to the following conditions namely:—

(6) The aforesaid establishments wherein the employees are employed shall maintain a register showing the name and designations of the exempted employees';

(7) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;

(8) The contributions for the exempted period, if already paid, shall not be refundable;

(9) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

(10) Any Social Security Officer appointed by the Corporation under sub-section (1) of Section 45 of the said ESI Act or other official of the Corporation authorized in this behalf by it, shall, for the purpose of:—

(v) Verifying the particulars contained in any returned submitted under sub-section (1) of Section 44 for the said period; or

(vi) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or

(vii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or

(viii) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to:

(f) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or

(g) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or

(h) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or

(i) make copies of or extracts from any register, account book or other document maintained in such factory, establishment, office or other premises;

(j) exercise such other powers as may be prescribed.

(6) In case of disinvestment/corporatization, the exemption granted shall become automatically cancelled and then the new entity will have to approach the appropriate Government for exemption.

[No. S-38014/13/2011-SS-I]

NARESH JAISWAL, Under Secy.

नई दिल्ली, 5 जून, 2013

**क्रमा 1202** —केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91-के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए हिन्दुस्तान न्यूज़प्रिंट लिंग कोट्टियाम, केरल के कारखानों/स्थापनाओं के नियमित कर्मचारियों को इस अधिनियम के प्रवर्तन से छूट प्रदान करती है। यह छूट, इस अधिसूचना के जारी होने की तारीख से एक वर्ष की अवधि के लिए लागू रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात्:-

- (1) पूर्वोक्त स्थापना जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगी, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दिखाये जायेंगे;
- (2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदत्त अंशदानों के आधार पर हकदार हो जाते हैं;
- (3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;
- (4) उक्त कारखाने/स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने/स्थापना पर उक्त अधिनियम (जिसे इसमें इसके पश्चात् उक्त अवधि कहा गया है) प्रवर्तमान था ऐसी विवरणियां, ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;
- (5) निगम द्वारा उक्त कर्मचारी राज्य बीमा अधिनियम की धारा 45 की उप-धारा (1) के अधीन नियुक्त किया गया कोई सामाजिक सुरक्षा अधिकारी या निगम का इस नियमित प्राधिकृत कोई अन्य पदधारी;
- (i) धारा 44 की उप-धारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ; अथवा
- (ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या
- (iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके

फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या

(iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा:-

(क) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त अधिकारी या अन्य पदधारी इस अधिनियम के प्रयोजनार्थ आवश्यक समझता है; अथवा

(ख) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या

(ग) प्रधान या आसन्न नियोजक की, उसके अभिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या

(घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;

(ङ) यथानिर्धारित अन्य शक्तियों का प्रयोग करना।

6. विनिवेश/निगमीकरण के मामले में, प्रदत्त छूट स्वतः रद्द हो जाएगी और तब नए प्रतिष्ठान को छूट हेतु समुचित सरकार की अनुमति लेनी होगी।

[सं एस-38014/08/2012-एस एस-I]

नरेश जायसवाल, अवर सचिव

New Delhi, the 5th June, 2013

**S.O. 1202.**—In exercise of the power conferred by Section 88 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of factories/establishments of Hindustan Newsprint Ltd., Kottayam, Kerala from the operation of the said Act. The exemption shall be effective from the date of issue of notification for a period of one year.

2. The above exemption is subject to the following conditions namely:—
  - (1) The aforesaid establishments wherein the employees are employed shall maintain a register showing the name and designations of the exempted employees';
  - (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
  - (3) The contributions for the exempted period, if already paid, shall not be refundable;
  - (4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
  - (5) Any Social Security Officer appointed by the Corporation under Sub-section (1) of Section 45 of the said ESI Act or other official official of the Corporation authorized in this behalf by it, shall, for the purpose of:—
    - (i) Verifying the particulars contained in any returned submitted under sub-section (1) of section 44 for the said period; or
    - (ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
    - (iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
    - (iv) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to:
      - (a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
      - (b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable

time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or

- (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or
- (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises,
- (e) exercise such other powers as may be prescribed.

- (6) In case of disinvestment/corporatization, the exemption granted shall become automatically cancelled and then the new entity will have to approach the appropriate Government for exemption.

[No. S-38014/08/2012-SS-I]  
NARESH JAISWAL, Under Secy.

नई दिल्ली, 5 जून, 2013

**क्रम 1203** —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स एयर इंडिया लि के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1, नई दिल्ली के पंचाट (संदर्भ संख्या 59/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05/04/2013 को प्राप्त हुआ था।

[सं. एल-11012/34/1998-आई आर (सी एम-1)]  
एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 5th June, 2013

**S.O. 1203.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the Award (Ref. No. 59/1999) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure, in the industrial dispute between the management of M/s. Air India Ltd. and their workmen, received by the Central Government on 05/04/2013.

[No. L-11012/34/1998-IR(CM-I)]  
M. K. SINGH, Section Officer

## ANNEXURE

**BEFORE Dr. R.K. YADAV, PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
NO.1, KARKARDOOMA COURTS COMPLEX, DELHI**

**I.D No. 59/1999**

All India General Mazdoor  
Trade Union (Regd.)  
163, Balmukund Khand,  
Giri Nagar, Kalkaji,  
New Delhi-110019.

...Workman

Versus

The Director General.  
M/s. Air India Limited,  
Northern India,  
Connaught Place,  
New Delhi.

...Management

**AWARD**

Watch and ward jobs were awarded to M/s. Marshal Securities & Detectives Ltd. (hereinafter referred to as the contractor) by M/s. Air India Ltd. (hereinafter referred to as the management). To carry out its contractual obligations, the contractor engaged Smt. Mithlesh besides others. Smt. Mithlesh was engaged as a field worker by the contractor on 26.12.94. She worked till 15.6.96, the date when contract agreement between the contractor and the management came to an end. She approached the contractor many a times for reinstatement of her services. When her request was not conceded to she raised a demand on 25.11.97 for reinstatement of her services. When her demand was not conceded to by the management, she raised an industrial dispute before the Conciliation Officer. Since her claim was contested by the management, conciliation proceedings ended into failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, *vide* order No. L-11012/34/98-IR(C-I), New Delhi, dated 16.02.1999, with following terms:

"Whether the security guards working as contract labourer in the estt. of M/s. Air India Ltd. for number of years just before judgement of Supreme Court in "Air India statutory Corpn. etc." Are entitled to preferential treatment for recruitment in the estt.?"

2. Claim statement was filed by Smt. Mithlesh pleading therein that she was appointed with the management through the contractor as a field worker on 26.12.94. Her wages were Rs. 1974/- per month. She worked sincerely without giving any chance of complaint to her superiors. She used to perform her duties on directions of officers of the management, who used to mark her attendance. She was exploited by engaging her through the contractor. Work performed by her was of perennial nature. She raised a

demand with the management to appoint her in their services, which demand was not conceded to.

The Apex Court in Air India Statutory Corporation [1996 (9) scale 70] has ruled that engagement of contract labour in the establishment of the management was illegal. Despite the judgement of the Apex Court, she was not given appointment by the management. Her services were terminated by the management on 15.6.96, without any notice or charge sheet. Since the date of her termination she is unemployed. She claims reinstatement in services of the management with continuity and full back wages.

4. Claim was demurred by the management that persons similarly situated, as the present claimant is, filed a writ petition bearing CWP No. 881/98 before High Court of Delhi, which petition was dismissed *vide* order dated 23.2.98. Letter Patent Appeal was also dismissed on 2.4.98. Special Leave Petition No. 5400/98, titled as Survinder Kumar Vs. Air India, filed by them, could not evoke response since the Apex Court asked them to await the judgement of larger bench in the matter of FCI vs. Transport and Dock Workers Union, *vide* its order dated 20.7.2000.

5. The management presents that the claimant was an employee of the contractor, to whom work of watch and ward duties was assigned. Since there was no relationship of employer and employee between the parties, her claim is liable to be dismissed. She was appointed by the contractor and controlled by him in all matters. Since she was under the direct control and supervision of the contractor, her services were dispensed with by the latter on 15.6.96, when his contract came to an end. The management projects that the judgment of the Apex Court in Air India Statutory Corporation case (*supra*) have been complied with. Her claim has become infructuous. Her demand for absorption in the services of the management is uncalled for, hence may be dismissed, claims the management.

6. In rejoinder, facts were reiterated by the claimant.

7. Claimant had testified facts to substantiate her claim. Shri Azim Akbar, entered the witness box to fend facts on behalf of the management. No other witness was examined by either of the parties.

8. Vide order No. Z-22019/6/2007-IR(C-II) New Delhi 11.2.2008, case was transferred to the Central Government Industrial Tribunal No. 2, New Delhi for adjudication by the appropriate Government.

9. On consideration of pleadings, evidence adduced by the parties and submissions made at the bar, the Central Government Industrial Tribunal No. 2, New Delhi passed an award on 14.5.2008 announcing therein that the claimant is not entitled to any preferential treatment for her recruitment in the establishment. Relevant portion of the award is extracted thus:

"The workman has admitted in here cross-examination that she was appointed with Marshal Security and Detective Services w.e.f. 26.12.1994. She has further admitted that she was issued identity Card by the Air India as a token of her being employee of M/s. Marshal Security and Detectives. She has also admitted that it is correct to suggest that her services were not terminated by M/s Air India.

The workman has admitted that Identity Card were issued reflecting her as workman of M/s. Marshal Security and Detective Services and her services were not terminated by Air India. She has not filed any document to show that she worked under the control and supervision of the management. She was engaged by M/s. Marshal Security and Detective Services and her services were terminated by M/s. Marshal Security and Detective Services. So there is no question of relationship of master and servant. The workman is a contract workman and her services have been terminated by the contractor.

The reference is replied thus:—

The Security Guards working as contract labourers in the establishment of M/s. Air India Limited for number of years just before judgment of Hon'ble Supreme Court in "Air India Statutory Corporation etc." are not entitled for preferential treatment for recruitment in the establishment.

The award is given accordingly".

10. On 26.6.2008, the claimant moved an application for setting aside the award dated 14.5.2008. On hearing the parties, the award dated 14.5.2008 was set aside by the Tribunal, vide its order dated 23.7.2008.

11. Vide notification No. A-11016/3/2009-CLS-II, New Delhi dated 03.04.2013, additional charge of the post of the Presiding Officer, Central Government Industrial Tribunal No. II, New Delhi, was assigned to the undersigned by the appropriate Government and thus, this case reached this Tribunal for adjudication.

12. Arguments were heard at the bar. Shri B.K. Prasad, authorized representative, advanced arguments on behalf of the claimant. Shri V.P. Gaur, authorised representative, raised submissions on behalf of the management. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:—

13. In her affidavit Ex. WW1/A, tendered as evidence, the claimant swears that she was working with the management since 26.12.1994 as a failed worker. She places reliance on photocopy of identity card and extracts of duty diary to project her to be an employee of the management. However she concedes that she was appointed through

the contractor. She claims to have been working under supervision and control of the officer of the management. She asserts that her work is of permanent in nature. In order to deprive of legitimate right, she was placed under the contractor. However during the course of her cross examination she concedes that identity card issued in her favour, shows that it was issued by the management, on her being an employee of the contractor. She admits that her services were not terminated by the management. She declares that her services were terminated on 15.6.96. when contract between the management and the contractor came to an end. She admits that she approached the contractor 3-4 times for job and thereafter served a notice of demand on the management on 15.11.97.

14. Shri Azim Akbar swears in his affidavit Ex. MW1/A, tendered as evidence, that contract was awarded to the contractor to perform security related jobs. The claimant was an employee of the contractor. She was paid wages by the contractor. She worked upto 15.6.96 and thereafter the contractor withdrew its staff from the establishment of the management. Her services could not have been regularised in terms of the judgement of the Apex Court, handed down on 6.12.96.

15. When facts unfolded by the claimant and Shri Azim Akbar are appreciated, it came to light that the claimant projects to have been engaged through a contractor, which fact was dispelled by Shri Akbar. Question for consideration would be as to whether the claimant has been able to establish that she was an employee of the management? She nowhere projects that the contractor engaged her as an agent of the management. She failed to rebut the facts testified by Shri Akbar to the effect that security related jobs were awarded by the management to the contractor. Thrust of his testimony had been that the contract, entered into between the management and the contractor, was on principal to principal basis. He rejects the theory of contractor being an agent of the management. The claimant places reliance on photocopy of identity card Ex. WW1/1. When this document is carefully scrutinised, it came to light that temporary pass was issued in favour of the claimant, being an employee of the contractor. Extract of duty diary, which are Ex. WW1/2 to Ex. WW1/17, nowhere projects that work of the claimant was being supervised by the management. These documents nowhere give an inference that the claimant was under financial, administrative managerial and disciplinary control of the management.

16. The claimant fails to discount testimony of Shri Akbar to the effect that her wages were paid by the contractor, under whose supervision and control she was working. Her admission to this effect that her services came to an end on 15.6.96, when the contract between the management and the contractor came to an end, crystallises that she was under the command and supervision of the contractor. The facts and circumstances testified by

Shri Azim Akbar and those conceded by the claimant make it apparent that all ingredients, required for determination of an employee and employer relationship between the claimant and the contractor, are established to the hilt. I am constrained to conclude that the claimant was engaged by the contractor to carry out his contractual obligation. He paid her wages, exercised supervision and control over her and lastly terminated her services on 15.6.96, when his contract came to an end. Thus it is declared that relationship of employer and employee existed between the claimant and the contractor. There was no privy of contract between the claimant and the management.

17. Whether the claimant, who was an employee of the Contractor, can maintain a dispute against the management? For an answer to this proposition, the Tribunal has to take note of the law contained in section 10 of the Contract Labour Act, which makes provision for prohibition of employment of contract labour. For sake of convenience provisions of section 10 of the Contract Labour Act are reproduced thus:

"10. Prohibition of employment of contract labour:—

- (1) Notwithstanding anything contained in this Act, the appropriate Government may, after consultation with the Central Board or, as the case may be, a State Board, prohibit, by notification in the Official Gazette, employment of contract labour in any process, operation or other work in any establishment.
- (2) Before issuing any notification under sub-section (1) in relation to an establishment, the appropriate Government shall have regard to the conditions of work and benefits provided for the contract labour in that establishment and other relevant factors, such as—
  - (a) whether the process, operation or other work is incidental to, or necessary for the industry, trade, business, manufacture or occupation that is carried on in the establishment,
  - (b) whether it is of perennial nature, that is to say, it is of sufficient duration having regard to the nature of Industry, trade, business, manufacture or occupation carried on in that establishment;
  - (c) whether it is done ordinarily through regular workmen in that establishment or an establishment similar thereto;
  - (d) whether it is sufficient to employ considerable number of whole-time workmen.

Explanation—If a question arises whether any process or operation or other work is of perennial nature,

the decision of the appropriate Government thereon shall be final."

18. As emerge out of the provisions of sub-section (1) of section 10 of the Contract Labour Act, the appropriate Government may, by notification in the official gazette, prohibit employment of contract labour in any process, operation or other work in any establishment. When employment of contract labour is prohibited, by issuance of a notification in official gazette by the appropriate Government, what would be the status of the contract labour employed in the establishment? Such a question arose before the Apex Court in Steel Authority of India Ltd. [2001 (7) S.C.C.I]. The Apex Court ruled therein that there cannot be automatic absorption of contract labour by principal employer on issuance of notification by the appropriate Government on abolition of contract labour system, under sub-section (1) of section 10 of the Contract Labour Act. It would be expedient to reproduce the law laid by the Apex Court, which is extracted thus:

“....they fall in three classes: (1) where contract labour is engaged in or in connection with the work of an establishment and employment of contract labour is prohibited either because the industrial adjudicator/court ordered abolition of contract labour or because the appropriate Government issued notification under section 10(1) of the CLRA Act, no automatic absorption of contract labour working in the establishment was ordered, (2) where contract was found to be a sham and nominal, rather a camouflage, in which case the contract labour working in the establishment of the principal employer were held, in fact and in reality, the employees of the principal employer himself. Indeed such cases do not relate to the abolition of contract labour but present instances wherein the court pierce the veil and declared the correct position as a fact at the stage after employment of contract labour stood prohibited, (3) where in discharge of a statutory obligation of maintaining a canteen in an establishment the principal employer availed the services of the contractor, the courts have held that the contract labour would indeed be employees of the principal employer”.

19. The Court ruled that neither section 10 of the Contract Labour Act nor any other provision in that Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuance of a notification by the appropriate Government under sub-section (1) of section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment. Consequently the principal employer cannot be required to order for absorption of the contract labour working in the establishment concerned. It was further ruled therein that in Saraspur Mills case [1974 (3) S.C.C. 66], the workman engaged for working in the canteen run by the Cooperative Society for the appellant were the employees of the appellant mills. In Basti Sugar Mills (AIR 1964 S.C. 355) a canteen was run in the factory by the

Cooperative Society and as such the workers working in the canteen were held to be employees of the establishment. The Apex Court ruled that these cases fall in class (3) mentioned above. Judgment in Hussainbhai (1978 Lab. I.C. 1264) was considered by the Apex Court in the said precedent and it was ruled therein that the said precedent falls in class (2), referred above. The Apex Court concluded that on issuance of prohibitive notification under section 10 of the Contract Labour Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the Industrial Adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislation so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned, subject to the conditions as may be specified by it for that purpose.

20. As announced by the Apex Court, on issuance of a prohibitive notification, prohibiting employment of contract labour or otherwise in any industrial dispute brought before it by the contract labour in regard to conditions of his service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result in the establishment or for supply of the contract labour for the work of the establishment under a genuine contract or it is a mere ruse/camouflage to evade compliance of beneficial legislation so as to deprive the workers of the benefits therein. Thus it was ruled that a contract labour can raise a dispute before the industrial adjudicator in regard to his conditions of service and in case the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer. Also see Standard Vacuum Refining Co. of India Ltd. [1960(II) LLJ. 233], which was referred with approval in Steel Authority of India.

21. In Shivnandan Sharma [1955(1) LLJ 688], the respondent Bank entrusted its Cash Department under a contract to the Treasures who appointed cashiers, including the appellant Head Cashier. The question before the Apex Court was; was the appellant an employee of the Bank? On construction of the agreement entered into the Bank and the Treasure, the Court laid down:

"If a master employs a servant and authorizes him to employ a number of persons to do a particular job and to guarantee their fidelity and efficiency for a cash

consideration, the employees thus appointed by the servant would be equally with the employer, servant of the master."

In the above precedent the Apex Court for the first time laid down the crucial test of supervision and control for determining the relationship of employer and employee.

22. In Hussainbhai (*supra*) the petitioner, who was manufacturing ropes, entrusted the work to a contractor who engaged his own workers. When, after some time, the workers were not engaged, they raised an industrial dispute that they were denied employment by the petitioner. On reference of that dispute, the labour court passed an award against the petitioner. When matter reached the Apex Court, on examination of various factors and applying the effective control test, it was held that though there was no direct relationship between the petitioner and the workers yet on lifting the veil and looking at the conspectus of factors governing employment, the naked truth, though draped in different perfect paper arrangement, was that the real employer was the petitioner, not the immediate contractor. The Apex Court stated law in following words:

"Where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers's subsistence, skill, and continued employment. If he, for any reason, chokes off, the worker is, virtually, laid off. The presence of intermediate contractor with whom alone the workers have immediate or direct relationship ex-*contractu* is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth, though draped in different perfect paper arrangement, that the real employer is the management, not the immediate contractor\*\*\*. If the livelihood of the workmen substantially depends on labour rendered to produce goods and services for the benefit and satisfaction of an enterprise, the absence of direct relationship or the presence of dubious intermediaries or the make-believe trappings of detachment from the management cannot snap the real-life bond. The story may vary but the inference defies ingenuity. The liability cannot be shaken off. Of course, if there is total dissociation in fact between the disowning management and the aggrieved workmen, the employment is, in substance and real-life terms, by another. The management's adventitious connections cannot ripen into real employment."

As noted above, this precedent does not present an illustration of abolition of contract labour but an instance where the Court pierced the veil and declared the correct position to the effect that the contract labours were employees of the principal employer and not of the contractor.

23. In Steel Authority of India (*supra*) it has been ruled that the term "contract labour" is a species of workman. A workman may be hired: (1) in an establishment by the

principal employer or by his agent with or without the knowledge of the principal employer, or (2) in connection with the work of an establishment by the principal employer through a contractor or by a contractor with or without the knowledge of principal employer. Where a workman is hired in or in connection with the work of an establishment by the principal employer through a contractor, he merely acts as an agent so there will be master and servant relationship between the principal employer and the workman. But when a workman is hired in or in connection with the work of an establishment by a contractor, either because he has undertaken to produce a given result for the establishment or because he supplies workmen for any work of the establishment, a question might arise whether the contractor is a mere camouflage as in Hussainbhai's case (supra) and in Indian Petrochemicals Corporation case [1999 (6) S.C.C. 439] etc.; if the answer is in affirmative, the workman will be in fact an employee of the principal employer, but if the answer is in the negative, the workman will be a contract labour.

24. In view of the legal proposition, referred above, it is concluded that the claimant can maintain this dispute against the management since he agitates that the contract agreement between the management and the Contractor is sham and nominal.

25. Whether any directions for deeming the contract labour as having become the employee of the principal employer can be issued, when the contractor or the principal employer had violated the provisions of the Contract Labour Act? To find an answer, provisions of that Act are to be examined. The Contract Labour Act regulates conditions of workers in contract labour system and provides for its abolition by the appropriate Government as provided by section 10 of that Act. In regard to regulatory measures section 7 requires the principal employer to get itself registered, while section 12 obliges every contractor to obtain a licence, under the provisions of that Act. Section 9 places an embargo on the principal employer of an establishment from employing contractor labour in the establishment, when either it is not registered or its registration has been revoked. Section 12 of the Contract Labour Act imposes a liability on a contractor not to undertake or execute any work through contract labour except under and in accordance with a licence. Sections 23, 24 and 25 make contraventions of the provisions of that Act or Rules made thereunder penal. In Dena Nath (1992 Lab. I.C. 75) the Apex Court considered the question, whether non-compliance of the provisions of sections 7 and 12 by the principal employer and the contractor respectively would make the contract labour employed by the principal employer as the employee of the latter. It was ruled that only consequence of non-compliance either by the principal employer of section 7 or by the contractor in complying the provisions of section 12 is that they are liable for prosecution under the said Act. But the employees

employed through the contractor cannot be deemed to be the employees of the principal employer.

26. In the Steel Authority of India (supra) the Apex Court laid emphasis ".....the consequence of violation of Section 7 and 12 of the CLRA Act is explicitly provided in Section 23 and 25 of the CLRA Act, it is not for the High Courts or this Court to read in some unspecified remedy in Section 10 or substitute for penal consequences specified in Sections 23 and 25 a different sequel, be it absorption of contract labour in the establishment of principal employer or a lesser or harsher punishment. Such an interpretation of the provisions of the statute will be far beyond the principle of ironing out the creases and the scope of interpretative legislation and as such, clearly impermissible". The above authoritative pronouncements make it clear that on violations of the provisions of the Contract Labour Act or Rules made thereunder, the contract labour could not be deemed to have become the employee of the principal employer.

27. Now I would turn to the facts of the present controversy. It is not a case where an employee of a contractor, employed in a statutory canteen, has invoked the jurisdiction of this Tribunal. This matter, as projected by the claimant, is left to be approached on the proposition as to whether contract agreement entered into between the management and the contractor was sham and nominal. To establish that contract agreement entered into between the management and the contractor was a perfect paper arrangement, neither the claimant took steps to seek a command for the management to place contract agreement on record nor questioned Shri Akbar to establish that the contract agreement was nominal. No evidence was brought over the record to establish that the said contract agreement was entered into with a view to evade beneficial labour legislations. When claimant claims that the said contract was a device to exploit her, onus was on her to establish those facts. No effort was made on her behalf to get that document placed over the record. The claimant never tried to invoke jurisdiction of the Tribunal under section 11(3) of the Industrial Disputes Act, 1947, (in short the Act) seeking a direction for the management to produce the contract agreement before the Tribunal. It is apparent that at no point of time claimant made efforts to question the said contract as a device for her exploitation. For desideratum of evidence it cannot be concluded that the contract agreement was sham and bogus. When no question is raised to assail the contract agreement, it cannot be held to be bogus.

28. Much hue and cry has been raised by Shri Prasad to the effect that in compliance of Air India statutory Corporation case (supra) the management has regularised various contract labours in its service. According to him, the management is under an obligation to regularise services of the claimant too. As admitted by claimant, she was withdrawn from service by the contractor 15-6-96, the

date when his contract came to an end. As projected by Shri Akbar, a new contractor was awarded work relating to security jobs. The claimant ceased to be deployed in the establishment of the management *w.e.f.* 16.6.96. The Apex Court gave its verdict in Air India statutory corporation case on 6.12.96, on which date claimant was not deployed in the established of the management. Since she was not deployed in the establishment of the management on 6.12.96, her services could not be regularised with the management.

29. Steel Authority of India (*supra*) over rules the judgment in Air India Statutory Corporation (*supra*) prospectively and delcares that any direction issued by any industrial adjudicator/any court including the High Court, for absorption of the contract labour following the judgment in Air India Statutory Corporation case shall hold good and the same shall not be set aside altered or modified on the basis of this judgement in cases where such a direction have been given effect to and has become final. Thus it is evident that the contract labours who have been ordered to absorbed, would continue to be the employees of the management. Since the claimant was not abosorbed, she cannot claim absorption now.

30. Question would be as to whether the claimant can seek preferential treatment in the matter of her re-employment with the management? For answer to this proposition, she has to justify her claim under the provisions of section 25-H of the Act. For sake of convenience provisions of section 25-H of the Act are reproduced thus :

"25-H. Re-employment of retrenched workmen.—Where any workmen are retrenched, and the employer proposes to take into his employ any persons, he shall, in such manner as may be prescribed, give an opportunity to the retrenched workmen who are citizens of India to offer themselves for re-employment, and such retrenched workmen who offer themselves for re-employment shall have preference over other persons".

31. Section 25-H of the Act prescribes certain conditions for the workmen to be entitled to claim the benefit under it. In order to claim preference in employment, the following conditions should be satisfied :

- (1) He should be a citizen of India.
- (2) The workmen should have been 'retrenched' prior to re-employment.
- (3) He should have been retrenched from the same category of service in the industrial establishment in which the re-employment is proposed, and
- (4) He should have offered himself for re-employment in response to the notice by employer under Rule 76 of the Industrial Disputes (Central) Rules, 1957, or under any Rule framed by a State.

32. For seeking preferential treatment, the claimant has to show that she was retrenched by the management from the category of service in which category re-employment is proposed. As projected above services of the claimant were not retrained by the management. In such a situation the claimant is not entitled to seek preferential treatment in the matter of her re-employment by the management.

33. In view of the above discussion it is apparent that the claimant is not entitled to any relief. Her claim is, therefore, brushed aside. An award is, accordingly, passed in favour of the management and against the claimant. It be sent to the appropriate Government for publication.

Dated: 28.05.2013

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 6 जून, 2013

**का.आ. 1204.—**औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 2/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.06.2013 को प्राप्त हुआ था।

[सं. एल-12012/85/2011-आई आर (बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 6th June, 2013

**S.O. 1204.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the Award (Ref. No. 02/2012) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workmen, which was received by the Central Government on 06.06.2013

[No. L-12012/85/2011-IR(B-II)]

SHEESH RAM, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 1st May, 2013

**Present :** A. N. JANARDANAN, Presiding Officer

#### Industrial Dispute No. 2/2012

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Canara Bank and their workmen]

**BETWEEN**

Sri K. Selvaraj : 1st Party/Petitioner  
 AND  
 The Dy. General Manager : 2nd Party/Management  
 Canara Bank, HRM Section,  
 Circle Office 166, T. V.  
 Samy Road, R. S. Puram  
 Coimbatore

**Appearance:**

For the 1st Party/Petitioner : M/s. G. B. Saravana  
 Bhavan, Advocates  
 For the 2nd Party/ Management : M/s. P. Amirtharaj,  
 Advocate

**AWARD**

The Central Government, Ministry of labour *vide* its Order No. L-12012/85/2011 IR (B-II) dated 13.12.2011 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the action of the management of Canara Bank, Coimbatore of terminating the services of Sri K. Selvaraj, Ex-Peon 08.10.2008 vide order dated 24.10.2008 is legal and justified? If not, what relief the workman is entitled to?"

2. After the receipt of Industrial Dispute this Tribunal has numbered it as ID 2/2012 and issued notice to both sides. Both sides entered appearance through their respective counsel and filed their claim and counter statement as the case may be.

3. The allegations in the Claim Statement, bereft of unnecessary details are as follows:

Petitioner was initially appointed as a Daily Wager in the Accounts Services on 20.04.1991 and thereafter as a Daily Wager Probationary Peon at Respondent's office by reference dated 08.09.1994. Staff number allotted to him was 64267 dated 19.10.1994. His service had been regularized by order of General Manager dated 11.03.1994. He was thereafter transferred to Coimbatore Currency Chest as per order dated 12.04.2003. He had availed leave for the treatment of his widowed mother for her ailment on emergency situations and when not supposed to seek leave in person he sent a communication through phone or by messengers/ relatives. He availed leave from 16.05.2008 for his mother's treatment at Ayurvedic Hospital in Kerala. He was not in the station to attend to the communications sent to him. Thereafter he was bedridden and was under treatment in Kerala. He was not able to submit explanation to get leave extended or to reply to the communications sent to him. Respondent denied hearing his grievances. Reasonable opportunity was not given by the Respondent. Respondent mechanically by order dated 24.10.2008 held him to be deemed to have vacated with effect from 08.10.2008. Termination order is not sustainable both in law and on facts. No reasonable opportunity had been given to him to explain his grievance by way of personal

enquiry. Natural justice or any process of law was not followed. His unblemished service was not taken into account. The order is against the statute and the other laws. ID raised having ended in a failure report the reference is occasioned. Termination is to be set aside and the petitioner is to be reinstated into service with full back wages and all other attendant benefits.

4. Counter Statement averments briefly read as follows:

Clause-33 of 8th Bipartite Settlement dated 02.06.2005 deals with voluntary cessation of employment for workman. It was circulated by Circular No. 157 of 2005 dated 20.06.2005. The claim is to be rejected for delay and latches. After lapse of two years raising the matter without explaining the delay is to be viewed against him since no right accrues to a person sleeping on his rights. He has not stated the correct and true facts of the case. Petitioner appointed as Probationary Peon on 22.09.1994 was confirmed as Peon on 22.03.1995. He had been habitually absent unauthorizedly without leave violating leave rules. As on November, 2001 he had availed 360 days on loss of pay and 237 days of his absence was treated as absence without leave. Hence he was cautioned to restrict his leave taking and adhere to the leave rules under letter dated 28.11.2001. While on transfer to Currency Chest, Coimbatore on 12.04.2003 he continued his unauthorized absenteeism. As on November 2003 he had availed 360 days leave on loss of pay and 592 days also as on loss of pay being absence without leave. He was again advised by letter dated 06.11.2003. Even after the letters he has not corrected himself. He again remained absent unauthorizedly from 02.01.2006 to 02.02.2006, 13.02.2006 to 04.03.2006, 17.04.2006 to 27.04.2006 and 02.05.2006 to 11.05.2006 which periods were treated as absence without leave and hence on loss of pay. He was issued Charge Sheet on 11.04.2006 for violating the leave rules of the Bank and imposed punishment of be brought down to a lower stage in the scale of pay by one stage for a period of 6 months without cumulative effect on 13.06.2006. Despite all he remained un-authorizedly absent from 27.06.2006 and he was informed by letter dated 10.07.2006 that his frequent/continuous absence had hampered the smooth functioning of the Branch. On 19.07.2006 he availed 130 days leave, 360 days leave on loss of pay and his absence for 961 days had been treated as absence without leave and hence on loss of pay. He unauthorizedly absented thereafter from 03.03.2008. He was instructed to report for duty on or before 12.05.2008 by letter dated 06.05.2008. After reporting for duty on 15-5-2008 he again absented from 16-5-2008. By letters dated 12-6-2008, 22-7-2008 and 9-8-2008 though instructed he failed to report for duty. Since he was absent from duties continuously

for more than 90 days and not responding to the notices to report back to duty, Bank issued final notice dated 01.09.2008 to report within 30 days from the date of receipt of the letter failing which he would be deemed to have voluntarily vacated his employment under the clause of the Bipartite Settlement. The communication was acknowledged but he neither reported nor replied. Being so, it was recorded by the Bank dated 24.10.2008 that he had voluntarily vacated the employment *w.e.f.* 08.10.2008. The act of the Bank is in accordance with law and cannot be faulted. Averments with regard to his family background are not to the knowledge of the Respondent. The reasons mentioned for his absenteeism are all afterthoughts to suit his convenience. He was afforded sufficient opportunities to report for duty in which he failed. The order is valid. His mother's illness was not to the knowledge of the Bank in the absence of likely reasoned application for leave. He also did not intimate the reason for his long absence. He did not show interest in reporting for duty. Bank therefore invoked the provision of voluntary cessation of employment and treated the petitioner as having voluntarily vacated his services. The claim is to be dismissed.

##### 5. Points for consideration are:

(i) Whether termination of the services of Sri K. Selvaraj, Ex-Peon *w.e.f.* 08.10.2008 is legal and justified?

(ii) To what relief the concerned workman is entitled?

6. Evidence consists of the oral evidence of WW1 and Ex.W1 to Ex.W13 on the petitioner's side and that of MW1 and EX.M1 to Ex.M12 on the Respondent's side.

##### Points (i) and (ii)

7. Heard both sides. Perused the records, documents, evidence and written arguments on behalf of the Respondent. On behalf of the petitioner his learned counsel argued that the impugned action is illegal and not sustainable in the absence of any enquiry held. The action was based on Clause-33 of 8th Bipartite Settlement dealing with voluntary cessation of employment of workman. The said clause is not applicable in the case of the concerned workman. The charge sheet shows only absenteeism of the workman. The petitioner has not had any communication before 01.09.2008. For the particular clause to work out 3 opportunities should have been given. He has not taken any employment elsewhere, the relevant clause is applicable only to such persons. Here he met with

capital punishment which is putting him on economic death. The action is to be set aside which is prayed for.

8. The contra arguments on behalf of the Respondent are that the action on hand is not a punishment of the employee. The petitioner continuously remained absent unauthorizedly *w.e.f.* 16.05.2008. Notices were sent to him in terms of 8th Bipartite Settlement provisions but he neither reported for duty nor gave any response entailing in his being treated as having voluntary vacated the employment *w.e.f.* 08.10.2008. Till November 2001 he had availed 360 days leave on loss of pay and his absence for 237 days was without leave and hence on loss of pay. Though he was cautioned he did not correct himself. Upto November 2003 he remained unauthorizedly absent for 592 days. He was again cautioned. He continued his unauthorized absenteeism frequently. He had been once punished for previous violation of leave rules, despite which he did not respond positively. He has not proved that due to treatment of his mother he had to be with her in Kerala. Even the Medical Certificate for self stating treatment for five months dated 20.09.2009 relates to the period after cessation of employment. His claim is false and not tenable. Notices which is Ex.ME9 and ME11 sent to him to Coimbatore address has been received by him but with no response. He has not submitted any leave application. The action is not a punitive one. Similar action was upheld by the Hon'ble High Court of Punjab and Haryana vide 2010-III-LLJ-702. The claim is to be dismissed.

9. The termination of services of the petitioner, which according to the Management was voluntary cessation of employment due to the self working of Section-33 of the 8th Bipartite Settlement is not a punitive one. According to the petitioner the action of bringing about cessation of employment of the petitioner invoking Section-33 of the 8th Bipartite Settlement is illegal and is not to be sustained in the absence of any enquiry held. According to him charge sheet shows only absenteeism of the workman. The petitioner has not had any communication before 01.09.2008. For the self working out of the clause, three opportunities should have been.

10. Evidently, the relevant clause is applicable where a workman absents himself from work for 90 or more consecutive days without prior sanction or where there is satisfactory evidence that he has taken up employment elsewhere in India or outside. In such situations he shall be given a notice at his last known address calling upon him to report for work within 30 days of the date of notice. If not complied with the notice employee shall be given a further notice to report for work within 30 days failing which he is to be deemed to have voluntarily vacated his employment on the expiry of the said notice and advised accordingly by registered post. If again he fails, he shall be given a final notice to report for work within 30 days failing which he will be

deemed to have voluntarily vacated his employment on the expiry of the said notice and advised accordingly by registered post. Here what is called in question is his absenteeism from 16.05.2008. It is for more than a period of consecutive 90 days. According to the Management he was issued letters dated 12.06.2008, 22.07.2008 and 09.08.2008 wherein he was instructed to report for duty but he failed. Final notice was issued on 01.09.2008. According to the Management communication was acknowledged by the petitioner but the petitioner did not respond. But the case of the petitioner is that after 16.05.2008 he has not received any letter from the Bank except the final notice. According to the witness of the Management examined as MW1 the acknowledgement cards of letters dated 22.07.2008 and 01.09.2008 are with them. The acknowledgement cards either in original or in xerox in respect of other letters have not been produced.

11. That no enquiry was held and therefore the action is not sustainable as argued on behalf of the petitioner is not acceptable in as much as the action taken was on the basis of Clause-33 of the Bipartite Settlement provided for voluntary cessation of employment of workmen on fulfillment of the conditions of the said clause. The other contention that for the self working out of the clause three opportunities should have been given is to be merited. That clause is applicable only to employ taking employment elsewhere or abroad is nothing but a fallacy. Whether the petitioner has had received the three notices as contemplated in Clause-33 is an important consideration to ascertain whether the principle underlying the clause has worked in the true sense and spirit of the same. As admitted by MW1, no original or xerox copy of the postal receipts or acknowledgement cards of the whole of the letters sent to the petitioner have been produced but only a few of them have been produced. The categorical version of WW1 is that he has not received any letters except the final notice. In such a situation it cannot be said that Clause-33 of the 8th Bipartite Settlement could have worked out itself to the peril and prejudice of the petitioner to effect voluntary cessation of his employment bringing about his termination from service. Again discernibly the three notices alleged to have been sent, do not seem to keep up the time frame within which they have to be sent. In other words the conditions for the self-working out of the clause, cannot be found to have been satisfied for the clause to work out and bring about cessation of his employment resulting in termination of his services. Therefore, the said cessation of his employment and the resultant termination from service are to be set aside and he is to be reinstated into service and is ordered accordingly.

12. In the result it is held that the termination from service of the petitioner is not legal and justified. He is to be reinstated into service forthwith with continuity of service and all attendant benefits but without back wages.

13. The reference is answered as above. (Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 1st May, 2013)

A. N. JANARDANAN, Presiding Officer

**Witnesses Examined:**

For the 151 Party/Petitioner : WW1, Sri K. Selvaraj

For the 2nd Party/Management : MW1, Sri R. Viswanathan

**Documents Marked:**

**On the petitioner's side**

<b>Ex. No.</b>	<b>Date</b>	<b>Description</b>
Ex.W1	20.04.1991	Appointment order issued by the Respondent Bank as a daily wages in account section to the petitioner
Ex.W2	08.09.1994	Order of appointment as a Probationary Peon issued by the Respondent
Ex. W3	23.09.1994	Proceeding of the General Manager by the Respondent Bank
Ex.W4	22.10.1994	Letter issued by the Respondent Bank
Ex. W5	11.03.1995	Proceeding of the General Manager by the Respondent Bank
Ex.W6	12.04.2003	Proceedings of the Deputy General Manager by the Respondent Bank
Ex.W7	29.04.2005	Receipts.
Ex. W8	09.03.2006	Letter of the Petitioner
Ex. W9	24.10.2008	Order of dismissal issued to the petitioner
Ex.W10	20.09.2009	Doctor's report
Ex. W11	07.04.2011	Petition filed under Section2(A)(2) of the IA Act.
Ex. W12	01.06.2011	Reply by the Respondent
Ex.W13	29.07.2011	Failure Report in M.7/53/2011-A/M.

**On the Management's side**

<b>Ex. No.</b>	<b>Date</b>	<b>Description</b>
Ex.M1	20.06.2005	Circular 157/89 regarding Voluntary Cessation of Employment
Ex.M2	28.11.2001	Letter addressed to K. Selvaraj
Ex. M3	06.11.2003	Letter addressed to K. Selvaraj
Ex.M4	13.06.2006	Proceedings of Deputy General Manager imposing punishment
Ex.M5	10.07.2006	Letter addressed to K. Selvaraj
Ex.M6	19.07.2006	Letter addressed to K. Selvaraj
Ex.M7	24.10.2008	Proceeding of Deputy General Manager
Ex.M8	30.05.2008	Letter regarding absence of K. Selvaraj without information
Ex.M9	22.07.2008	Letter addressed to K. Selvaraj
Ex.M10	22.07.2008	Postal acknowledgement card of letter dated 22.07.2008
Ex.M11	01.09.2008	Letter addressed to K. Selvaraj
Ex.M12	06.09.2008	Postal acknowledgement card of letter dated 01.09.2008

नई दिल्ली, 12 जून, 2013

**का.आ. 1205.**—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसारण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय पुणे: के पंचाट (संदर्भ संख्या 06/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.06.2013 को प्राप्त हुआ था।

[सं. एल.-12012/180/2005-आईआर (बी-1)]

सुमिति सकलानी, अनुभाग अधिकारी

New Delhi, the 12th June, 2013

**S.O. 1205.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 06/2006) of the Industrial Tribunal, Pune (Maharashtra) as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 06.06.2013.

[No. L-12012/180/2005-IR(B-I)]  
SUMATI SAKLANI, Section Officer

#### ANNEXURE

#### BEFORE INDUSTRIAL TRIBUNAL MAHARASHTRA AT PUNE

#### Reference (IT) No. 06 of 2006

The Assistance General Manager,  
State Bank of India,  
2320, East Street, Pune 411001 .....First Party

AND

Shri Jaganath Balkrishna Mane  
53, Chimanpura Peth,  
Opp., Garecha Ganapati,  
Satara-415002 .....Second Party

**CORAM:** M.G. Choudhary, Presiding Officer.

**Appearances:** Shri D.V. Kulkarni, Advocate for First Party.  
Shri J.B. Mane, Second Party in Person.

#### AWARD

(05.03.2013)

The Government of India through Ministry of Labour by order dated 23.2.2006 in exercise of the powers conferred under Section 10(d)(1)(2A) of the Industrial Disputes Act, 1947, referred the industrial dispute between abovenamed parties as mentioned in the Schedule of the reference order which reads as under:

#### SCHEDULE

"Whether the action of the management of State Bank of India in imposing the punishment of discharging the services of Shri Jaganath Mane w.e.f. 30.9.2002 is legal and justified? If not, to what relief the concerned workman is entitled to?"

2. In response to the notice issued by this Tribunal, the Second Party appeared and filed statement of claim in the matter at Exh. U-1/U-2, and contended that he was in the employment of the First Party initially appointed on 5.2.1979 as "Seerer-cum-Waterman", and thereafter from 1986 made permanent in the employment. According to Second Party, he worked with the First Party honestly and the Bank was under consideration to give him Best Worker Award. According to him, his service record is clean. It is also contention of the Second Party that people against him made false complaint against him to the Bank. On that basis, chargesheet was given to him. Thereafter, enquiry was held, and on the basis of the enquiry report, he was discharged from the services. According to Second Party, as he has not committed any misconduct, as such, the punishment awarded to him is illegal and wrongful, and lastly requested to allow the reference.

3. The First Party in written statement at Exh. C-7 contended that, the Second Party while working as Sub-ordinate Cadre employed at Satara (A.D.B.) Branch during the year 1999 committed very grave and serious misconducts which were gross misconduct such as preparing bogus salary slips, forging the signatures of Branch Manager, issuing false acknowledgement of pay-in-slips etc. Therefore, he was served with the chargesheet dated 8.8.2000 in pursuance of term as defined major misconduct of para 521(4)(d)(j) of Sastry Award and as modified by Desai Award and the bipartite settlements from time to time. It is also contention of the First Party that in pursuance of the said chargesheet regular full-fledged departmental enquiry was conducted against the workman in accordance with the provisions of the above Awards and bipartite settlements. It is also contention of the First Party that the Enquiry Officer has submitted his report on 12.3.2001 concluding therein that the charges levelled against the workman at Charge No. 1 and 2 are proved, while charge No. 3 is not proved. Thereafter the disciplinary authority accordingly issued show cause notice dated 6.7.2002, *inter-alia* starting that the disciplinary authority is not agreeing with the findings of the Enquiry Officer so far as it relates to charge No. 3 is concerned and thus, is not in agreement with the said findings of charge No. 3 thereafter the disciplinary authority recorded its own reasons in that findings, and proposed punishment of discharged with superannuation benefits under the relevant service rules. According to First Party, the workman was also offered an opportunity of personal hearing which he himself availed alongwith his defence representative on 17.9.2002 as to the proposed punishment tentatively proposed in terms of the show cause notice dated 6.7.2002. According to First Party, the disciplinary authority passed the final order dated 30.9.2002 discharging the workman from Bank services, he was further advised that if he chooses to prefer an appeal to the appellate authority, he can prefer the same within the stipulated period accordingly the workman preferred an appeal but the same was rejected

by the appellate authority. Thus, according to the First Party, the Second Party has committed serious acts of misconducts amounting to fraud, falsification of Bank records cheating, embezzlement of funds of customers among others cannot be offered for continuation of such employees in the service of the Bank where integrity, trust, and utmost confidence on the hallmark of banking business, and as such by order dated 30.9.2002 discharged the workman from services with superannuation benefits *i.e.* pension, Provident Fund, and Gratuity but without disqualification for future employment. It is denied that said action of the First Party is illegal and wrongful as alleged.

4. Following issues are framed in the matter at Exh. 0-6 by my Ld. Predecessor on 15.2.2007 which arise for my determination—

(1) Whether enquiry was just, fair, and proper?

(2) Whether findings recorded in an enquiry are perverse?

(3) Whether the misconduct as alleged against the Second Party is proved on strength of evidence in enquiry or before the Court?

(4) Whether the action of First Party in dismissing Second Party is legal and just?

(5) To what relief the Second Party is entitled?

(6) What Award?

My findings to above issues for the reasons recorded below are as under:—

(1 & 2) Issue No. 1 and 2 were decided on 13.6.2012 as preliminary issue and it was declared that the enquiry held against the Second party is fair, and proper and findings recorded in the enquiry are not at all perverse;

(3) On the strength of enquiry

(4) Yes

(5) No

(6) Reference is answered in negative, as per order below.

## REASONS

5. The First Party has produced entire enquiry papers (xerox copies) with list Exh. C-9. The First Party also produced copy of show cause notice with list Exh. C-17, and findings of the Enquiry Officer with list Exh. C-16. The Second Party workman relied on certified copy of the Judgement dated 1.9.2012 in Regular Criminal Case No. 305 of 2000 decided by Chief Judicial Magistrate, Satara, and copy of the same is produced with list Exh. U-7. The Second Party has not led any oral evidence in this matter in support of his case. The First Party filed purshis at Exh. C-19 informing this Court that he does not want to lead oral evidence in this matter.

6. With the help of material on record I have heard the argument of Second Party in person and Advocate for First Party at length and both of them have submitted their case as per material on record. In addition to that the Second party workman also filed his written synopsis of argument at Exh. U-8, and Advocate for First Party in support of his argument relied on the case law reported in 2009-13-SCC-729, Vishnu Dutt Sharma Vs. Smt. Daya Sapra; 1998-LAB-IC 2514, Union Bank of India Vs. Vishwa Mohan and 2011-1-SCC(LS)-721, State Bank of Bikaner and Jaipur Vs. Nemi Chand Natwaya.

Considering the ratio of the case law cited by Advocate for First Party and considering the facts of the present case, I am deciding this reference.

7. It appears that the Second Party workman was working with the First Party in Subordinate Cadre at Satara, and he was given chargesheet dated 8.8.2000, and on the basis of enquiry report, and show cause notice, the punishment of discharge was given to him on 30.9.2002. This Tribunal tried Issue No. 1 and 2 as preliminary issue, and by an order dated 13.6.2012, as per order on preliminary issue Exh. 0-9, this Tribunal declared that the enquiry held against the Second Party is just, fair and proper and findings recorded in the enquiry are not at all perverse. In view of this, I answer Issue No. 1 and 2 accordingly.

8. As the charges levelled against the Second Party workman were duly proved in view of the findings recorded on Issue No. 2, I hold that the misconduct as alleged against Second party is proved on the strength the evidence in the enquiry, as such there is no question that the First Party should justify its action by leading oral evidence before the Court. In view of this, I answer Issue No. 3 accordingly.

9. Now the question is about legality and justifiability of the punishment of discharge award to the Second Party by the First Party. In this respect, the Second party contended that for the same allegations the criminal case was also filed bearing Regular Criminal Case No. 305 of 2000 decided by Chief Judicial Magistrate, Satara, in which on 1.9.2012, he was acquitted from the offence levelled against him U/s 408, 420, 468 and 471 of Indian Penal Code, and submitted that as he is acquitted in the criminal trial, as such his discharge from the services is illegal, unjust and improper, and requested to allow the reference.

10. On the other hand, the Advocate for First Party submitted that test in criminal trial and test in departmental enquiry are entirely different, and as charges levelled against the Second Party workman are duly proved in the domestic enquiry which are of grave and serious nature, as such punishment awarded by the punishing authority as well as appellate authority is just, legal and proper, and relied on the case law in support of his arguments as referred above.

11. It appears from the record, that as per chargesheet, following charges were levelled against the Second Party:

(i) Accepting Rs. 46,800/- from Shri Prakash Murlidhar Kulkarni for entertaining his loan

application, giving him false receipts later on taking back on the pretext that they were required to be enclosed to the loan application, non-submission of the loan application and non-refunding the money upto 31.12.1998 as promised to him.

(ii) Obtaining a loan of Rs. 45,000/- from S.B.I. Employees Shri Ganesh Cooperative Credit Society, Sangli by submitting false salary certificates and forging thereon the signature of the Branch Manager.

(iii) Cheating Smt. Ranjana Dilip Jagadale by accepting Rs. 190/- against water bill and giving false receipts by using bank's cash received stamp and non-accounting the said sum by not crediting to bank's account.

12. I have already pointed out that in view of my finding on issue No. 2 and 3 charges levelled against the Second Party workman are duly proved, as such, considering the gravity of the misconducts committed by the Second Party workman, which are duly proved in enquiry, in my opinion, this is not a fit case to exercise power conferred upon this Court U/s 11 A of the Industrial Disputes Act, 1947 to show leniency in this matter. There is no doubt in my mind that test in criminal trial and test in domestic enquiry are entirely different, and on this point the ratio of the case law cited by Advocate for First party are helpful to the case of First Party, as such acquittal of Second party workman in criminal trial will not help the Second Party in present proceeding as the charges levelled against Second Party which are duly proved in the enquiry are of serious nature. On this background, I am of the considered view that the punishment of discharge awarded to him by the First Party w.e.f. 30.9.2002 is legal and justified, as such Second Party is not entitled for any relief in this proceedings. Hence, I answer Issue No. 4 and 5 accordingly.

13. In view of my finding on above Issues, it is clear that the present reference is liable to be answered in the negative, hence demand of Second Party, workman is liable to be rejected. Hence, I proceed to pass the following award:

#### AWARD

1. The Reference (IT) No. 06/2006 is answered in negative.
2. The demand of the Second Party workman stands rejected.
3. No order as to costs.
4. Copies of this award be sent to Central Government for necessary action.

M. C. CHOUDHARY, Presiding Officer

Pune

Date : 05.03.2013

नई दिल्ली, 12 जून, 2013

**का.आ. 1206.—**औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बी सी सी एल के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं° 1, धनबाद के पंचाट (संदर्भ सं° 116/2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 03/06/2013 को प्राप्त हुआ था।

[सं. एल-20012/103/2003-आई आर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 12th June, 2013

**S.O. 1206.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 116/2003 of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the Industrial Dispute between the management of M/s. B.C.C.L. and their workman, received by the Central Government on 03.06.2013.

[No. L-20012/103/2003-IR(CM-I)]

M. K. SINGH, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 1), DHANBAD

In the Matter of a Reference U/s 10(1) (D) (2A) OF  
I.D.Act, 1947

#### Ref. No. 116 of 2003

Employers in relation to the management of Sijua Area of  
M/s B.C.C.L.

AND

Their workmen

**Present :** Sri Ranjan Kumar Saran, Presiding Officer

#### Appearances:

For the Employers : Sri D.K. Verma, Advocate

For the Workman : Sri R.R. Ram, Advocate

State : Jharkhand Industry : Coal

Dated 23-5-2013

#### AWARD

By Order No. L-20012/103/2003-IR (C-I), dt. 10/11/2013, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

**SCHEDULE**

"Whether the demand of the Bihar Janta Khan Mazdoor Sangh from the management of BCCL, Sijua Area to regularise Md. Sadique Ansari as Clerk from the date of engagement as such is proper and justified? If so, to what relief is the concerned workman entitled?"

2. The case is received from the Ministry of Labour on 24.11.2003/1.12.2003. After notice both parties appeared. The workman files their written statement on 29.06.2005. The Management files their written statement-cum-rejoinder on 22.12.2005. Thereafter the workman files their rejoinder and documents on 08.08.2006. Evidence from both sides adduced.

3. The workman initially appointed as underground munsi. subsequently he was assigned work on the surface and promoted to the post of clerk Grade III w.e.f. 17.2.1985 and after certain transfer to various unit the management upgraded the concerned workman in clerical Grade-I w.e.f. 01.07.1995 under service link gradation.

4. The workman prays for regularization of his service. Since the management in its rejoinder at para-7 has clearly admitted that the concerned workman is in clerical Grade I w.e.f. 01.07.1995 under Service link up gradation. Hence there is no problem to regularize the workman in clerical Grade I w.e.f. 01.07.95.

5. Considering the facts and circumstances, I hold that the demand of Bihar Janta Khan Mazdoor Sangh from the management of BCCL, Sijua Area to regularise Md. Sidique Ansari as clerk from the date of engagement as such in proper and justified. Accordingly the management is directed to regularise the workman w.e.f. 01.07.1995 if in the meantime the workman is already promoted to higher grade, that should not be disturbed and beneficial provision to be given to the workman as per the service rules of the management.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 12 जून, 2013

**का.आ. 1207.—**औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 36/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 30/05/2013 को प्राप्त हुआ था।

[सं. एल-41011/33/2001-आई आर (बी-1)]

सुमिति सकलानी, अनुभाग अधिकारी

New Delhi, the 12th June, 2013

**S.O. 1207.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (Ref. No. 36/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Railway and their workman, which was received by the Central Government on 30.05.2013.

[No. L-41011/33/2001-IR(B-I)]  
SUMATI SAKLANI, Section Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
CHENNAI**

**Thursday, the 28th February, 2013**

**Present :** A.N. JANARDANAN, Presiding Officer

**Industrial Dispute 36/2011**

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Southern Railway and their Workman]

**BETWEEN**

The Division Secretary : 1st Party/Petitioner Union  
All India Station Masters Association  
Room No. 10, Ananda Buildings,  
3, Station Road, West Mambalam  
Chennai-600033

**Vs.**

The General Manager : 2nd Party/Respondent  
Southern Railway  
Chennai-600003

**Appearance:**

For the 1st Party/Petitioner Union : M/s Ratio Legis, Advocates  
For the 2nd Party/Management : Sri P. Srinivasan, Advocate

**AWARD**

The Central Government, Ministry of Labour and Employment vide its Order No. L-41011/33/2001-IR (B-1) dated 11.04.2011 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the demands of the All/India Station Master Association, South Zone, Madras Division (as enumerated in the Claim Statement) are legal and justified?" To what relief the union is entitled?"

2. After the receipt of Industrial Dispute, this Tribunal numbered it as ID 36/2011 and issued notices to both sides. Both sides entered appearance through their respective counsel and filed Claim and Counter Statement as the case may be.

3. The averments in the Claim Statement bereft of unnecessary details are as follows:

First Party Petitioner raised Industrial Dispute in 1999 with the following demands, which are referred in Section-10(i)(d) of ID Act. Albeit mandatory

conciliation was initiated which ended in a failure report resulting in the reference, of course as per order of the High Court of Madras in WP No. 8070 of 2002 dated 27.10.2010.

### **FILLING UP OF ALL THE EXISTING VACANCIES AND CREATION OF POSTS AGAINST ALL THE NEWLY OPENED STATIONS**

In Order to cater to the need for transportation of the travelling public, "STATIONS" are developed on the railway lines connecting different destinations as per Rule 1.02(51) of the Indian Railway (Open Lines) General Rules, 1976. The said stations are known as 'JUNCTION STATIONS', 'LARGE STATIONS' and 'SMALL/WAYSIDE STATIONS'. As per Rule 1.02(53) of Indian Railway (Open Lines) General Rules, 1976 "STATION LIMITS" situated between the outermost signals of the Station or may be specified by special instructions. Station Masters are for time being responsible for the working of the traffic within station limits in independent charge of the working of any signals and responsible for the working of trains under the system of working in force. As per General Rules 5.01 the Station Masters shall be responsible for (i) efficient discharge of duties devolving upon the staff employed, permanently or temporarily under his orders at the station or within the station limits and such staff shall be subject to his authority and direction in the working of the station (ii) to see that all signals, points, gates and level crossings and whole machinery of the station are in proper working order and shall immediately report all defects therein to the proper authority (iii) to see that the working of the station is carried out strictly in accordance with the rules and regulations for the time being in force (iv) to ask or give line clear or give authority to proceed, which shall be done by himself without delegating the said work to any other person. As per Railway Act, 1989 and General Rule 5.02 the Station Master shall ensure (1) that every railway servant subordinate to him be supplied with a copy of the working rule with authorized translation of these rules whenever required, (2) that the working time table in force together with all corrections slips and appendices, if any, working rules and instructions, and other notices having reference to the working of the line are properly distributed or exhibited in such manner as may be prescribed under special instructions'(3) that both the sheet time-tables and fare lists are correctly exhibited at the Station if it is opened for the booking of traffic; (4) copies of the Act and the goods and coaching tariffs are available for inspection by the public; (5) first aid shall be rendered by the Station Masters themselves. Rule 5.03 of the General Rules postulates that the Station Master shall see that all orders and instructions are duly conveyed to the Staff concerned and are properly carried out and that all books and returns are regularly written up and neatly kept. Again (1) the Station Master shall make himself thoroughly acquainted with the duties of the Staff employed in the signal cabins at his Station

and shall satisfy himself that they perform the duties correctly and in order to maintain an effective supervision over the said staff frequently visit the signal cabins, if any (2) the Station Master shall ensure that the prescribed equipment is readily available in signal cabins and maintained in good working order (iii) signal cabins shall be kept neat and clean and no unauthorized persons shall enter such cabins. As per General Rules 5.04 neglect of duty by Railway Servant under his orders shall be reported immediately to his superior as per General Rules 5.05. Further, apart from the above said executive functions Station Master are involved in isolated train passing duties in Junction/Major/Large Platforms, yards and cabins, train passing duties, combined with commercial duties including booking of passengers (Current and Advance), booking of parcels and goods in medium and small/wayside stations in terms of the operating manual general rules, commercial manuals, coaching and goods tariffs, etc. In Chennai division there are 8 junctions/large stations, 10 medium stations and 79 small and wayside stations. Further it is stated that among the 102 stations in Chennai, traffic are being dealt with at 177 work spots. In terms of available period of rest sans, the active discharge of duties, the duty hours at work spot is determined as continuous, intensive and essentially intermittent as per the Hours of Employment and Period of Rest Rules, 2005. As for Intensive is one hour or six hours in a cycle of 24 hours, continuous is two or more upto six hours and for Essentially Intermittent is above six hours. In Chennai Division, except at Chennai Central Power Cabin, Basic Bridge Cabin, Vyasarpadi Cabin, Ambattur Cabin, Arakkonam Power Cabin, Jolarpettai Power Cabin, Korukkupet and Kodambakkam panel i.e. 8 work spots where the duty hours are classified as INTENSIVE. At the rest of the work spots the duty hours are classified as CONTINUOUS, which means 645 working posts are required for whom 101 rest givers shall be made available as per the mandatory periodical weekly rest as per hours of employment rules. In addition 197 persons shall be included as leave reserve in order to fulfill the mandatory provisions in Chapter-5 of IREC and other supplementary provision made by the Railway Board. That apart there are about 30 stations wherein traffic is being dealt with by the Clerk In-charge/Halt agents who are not competent as per General Rules. A detailed representation demanding the said posts was already submitted to the Respondent. Railway Administration conceded the demanded strength on 15.07.2010, it later confirmed on 16.10.2011. Demand for 229 Trainee Reserve Posts against the existing 16 posts and increase in the cadre strength by 43 posts towards ex-cadre utilization was never responded.

### **PAYMENT OF OVERTIME ALLOWANCE IN TERMS OF PAYMENT OF WAGES ACT, 1936**

As per Section-132 of the Railway Act, 1989 (i) intermittently employed Railway Servant shall not be employed for more than 75 hours in a week (ii) continuously

employed Railway Servant shall not be employed for more than 54 hours a week on an average in two-weekly period of 14 days (iii) intensively employed Railway Servant shall not be employed for more than 45 hours on an average in a two-weekly period (iv) there can be temporary exemption of the operation of the above provisions by prescribed authority to avoid serious interference with the ordinary working of the Railway or in case of accident, actual or threatened, or when urgent work is to be done to the Railway or to rolling stock which could not have been foreseen or prevented or in cases of exceptional pressure of work. Provided that such exemptions where results in the increase of hours of employment of a railway servant, he shall be paid overtime for no less than two times his ordinary rate of pay for the excess hours of work. Railway Board has issued many orders in connection with the "Criterion to Reckon Right of Overtime", "Payment of Arrears of Overtime Allowance", "Principles of Averaging", "Proper Maintaining of Overtime Registers", but Respondent does not implement the statutory provisions uniformly and deviate in registering over work assignments, maintaining overtime registers, claiming and payment of Overtime Allowance as sought in the mandatory provisions. For example, Overtime Allowance to the Stations Masters is not to be paid alongwith monthly salary as being done in the case of Running Staff, payment of Overtime Allowance is sought to be claimed by the Station Masters doing overwork, payment of overtime allowance of Station Master alongwith certain other categories of railway employees is being pre-audited, extra hours of labour is being compensated with compensatory off, contrary to the mandatory provisions.

#### **PAYMENT OF TRAVELLING ALLOWANCE AND DAILY ALLOWANCE, STRICTLY IN ACCORDANCE WITH STATUTORY PROVISIONS IN THE ESTABLISHMENT CODE**

Albeit the mandatory provisions in IREC made under proviso to Article-309 of the Constitution of India enunciates set of rules regulating claims and payment of travelling allowance and daily allowance, claims of the Stations Masters are denied, contrary to the mandatory stipulations. For example, though TA/DA on stay or duty outside headquarters beyond 8 kms. from the date of leaving headquarters till return to the headquarters, TA/DA is eligible, it is being restricted on applying daily movements as well as on the basis of periodical weekly rest.

#### **POSTING OF ADDITIONAL STATION MASTERS AT STATIONS IN THE SECTIONS BETWEEN ARAKKONAM-KATPADI AND AT STATIONS CHENGALPETTO TAMBARARAM, CHENNAI EGMORE, CHENNAI CENTRAL, VYASARPADI AND THIRUNINRAVUR WHERE THE WORK LOAD HAS VIRTUALLY DOUBLED**

Due to increase in work load in Chennai Division apart from the above Stations additional Station Masters

are sought to be posted in all the Stations wherever the end cabins are abolished and the entire traffic is being dealt with by Station Masters. Specific Stations are Vandalur, Guduvancheri, Kattankulathur, Singaperumal Koil, Tindivanam, St. Thomas Mount, Pallavaram, Kodambakkam, Tiruvotriyur, Ennore, Minjur, Ponneri, Gummidiipundi, Elavur, Sulurpetta, Sholingur, Walajah Road, etc.

#### **PAYMENT OF HOUSE RENT ALLOWANCE IN TERMS OF EXISTING MANDATORY PROVISIONS**

Grievance of the Stations Masters in this regard is restricted against non-payment of HRA w.r.t. place of residence in specific cases as prescribed in Para-707 of IREM, 1968 edition and non-payment of HRA w.r.t. the stay in the old station by family members of transferred railway employees.

#### **TO STOP RECRUITMENT OF TRAFFIC APPRENTICE AND TO CREATE A NEW POST AGAINST EX-CADRE OPERATION**

With the pre-arrangement of the academic qualification for direct recruits as Asstt. Station Master with pay band of Rs. 5200-20200 and Grade Pay of Rs. 2,800 to "Graduation" and such recruits being subjected to advance training in the transportation and commercial duties on their promotion to higher grade pays in Station Master category, the provision for recruitment in the immediate grade is misconceived. In the wake of the fact that vacancies arising out of ex-cadre posts utilization, assessed to be vacancies for empanelment in terms of Chapter-2 of IREM Respondent continues to deny disclosure of the exact ex-cadre utilization and continue to employ such utilization within the cadre strength otherwise assessed at, thus operate the required strength and handicap the incumbents to avail the privileged duty viz. leave, periodical weekly rest etc.

#### **IMMEDIATE RELEASE OF POLICY FOR REGISTRATION OF TRANSFER AND CONSEQUENTIAL INDIVIDUAL ACKNOWLEDGEMENT**

Albeit mandatory provisions in Rule-26 to Rule-232 in IREC and Master Circular No. 24 issued by Railway Board enunciates for procedure for transfer in the railway service, Respondent adopts their own transfer policy in consistent with the above giving -undue advantage to the recognized union employees contrary to Chapter-25 of IREM.

#### **PROVISION OF BASIC AMENITIES**

Almost all the wayside stations and certain work spots in Chennai Division viz. platform Station Master in major/junction stations lack minimum basic amenities which expected to be ensured by the Respondent in terms of Directive Principles of State Policy under the Constitution.

#### **CHECK ON IMPOSITION OF SAFETY VIOLATIONS**

Despite representation against imposition of safety violations viz. compelling Station Masters to work as Guards

without declaring their competence to such work, cleaning of points by Station Pointsmen violating the mandatory operating manual, permanent way manual, signal and telecommunication etc., maintaining vacancies of Group "D" staff at stations, non-provision of phone communications (P&T and Auto) in important cabins where block working is being carried out etc. which will jeopardize safety of the travelling public and their property, the Respondent continues the safety perils.

4. Counter Statement averments briefly read as follows:

The ID is not maintainable not being one espoused representing the whole of the Station Masters. The dispute issues come within the domains of policy decisions. The reference by Ministry is as per High Court's order dated 27.10.2010 in WP No. 8070/2002 against which review application filed by the Respondent is pending. Filling up of vacancies and creation of posts against the newly opened stations are done as per the IREM Volume-I provisions. The overall vacancies are proposed to be filled up as follows:

- (i) 5-Compassionate Ground Candidates are under going training for the post of ASM from 18.04.2011 (Duration of the training period is 4-1/2 months).
- (ii) 4-RRB candidates are under going training for Traffic Apprentice from 24.01.2010. (Duration of the training period is 2-years).
- (iii) Out of 23 vacancies reserved for Assistant Station Master against Limited Departmental Competitive Examination quota 7 were selected and undergoing training from 21.11.2011.
- (iv) 50-RRB candidates out of 64 candidates have reported and sent for training as Assistant Station Master with effect from 21.11.2011.
- (v) 13-Vacancies are reserved for Traffic Apprentice against Direct Recruitment Quota, for which Indent is being placed.
- (vi) 6-Surplus Cabin Masters are to be absorbed as Assistant Station Master, after successful completion of the Assistant Station Master initial training.
- (vii) Indent to Railway Recruitment Board has already been placed for 109 Assistant Station Masters on 30.12.2010 and 11 more on 05.07.2011.

Vacancies being filled up in accordance with recruitment rules gives no room for grievance to the petitioner. Vacancies are filled up meticulously to avoid payment of OT and extra work load to existing Station Masters. It only got delayed due to filing of various cases and stay orders obtained by petitioner in the past. The delay is also due to elaborate procedure involved in a time-consuming process. It cannot be an ID because filling up the vacancies is a policy matter. Regarding OTA the same

is paid as per Payment of Wages Act. 1936. Any grievance, not hitherto brought out as an individual grievance cannot be an ID. A vague and general grievance cannot be an ID. As per a joint procedural order issued in letter dated 29.09.1999 despite regulation for timely claim of OTA, due to un-prompt submission of OTA slips by the employees, payment gets delayed to certain extent and in certain cases, which with 6th Pay Commission instructions dated 17.02.2010 receive strict adherence. DA and TA are being paid strictly in accordance with Rules IREC. TA/DA is claimed for the entire period of halt at outstations except for the periods of authorized, un-authorized absence. Being a routine matter TA/DA payment cannot be ID. Individual grievances can be got redressed through the higher authorities. Posting of staff for manning the stations being a policy matter Tribunal cannot intervene. Work load is periodically assessed consulting with organized labour and not with the unrecognized. Grievance can be solved under the Railways Servants (Hours of Work and Period of Rest), Rules, 2005. This reference is not justified. Posting of additional Station Masters being a policy matter taking into account the workload is left to the expert bodies. Creation of post subject to the concurrence of the Accounts Department also is a time-consuming process. Additional Station Masters can be done only after creation of additional posts for the stations. After study/job analysis as per Railway Board's letter dated 14.03.2007 creation of 127 Assistant Station Masters post for Madras Division has been finally signified by Finance Advisor and Chief Accounts Officer and approval by the General Manager. Pinpointing of the posts remains to be done in consultation with he recognized labour unions. HRA Payment is on the basis of a policy upon recommendations of pay commissions and is not to be called in question before this Tribunal. Regarding HRA, CCA, Ministry of Railways decided that a certificate of the Collector/Dy. Commissioner fulfilling only the conditions in Clauses-(i) to (ii) of the Prescribed certificate circulated in Railway Board's letter dated 16.02.1976 shall be necessary in terms of Para-2 of Railway Board letters dated 22.07.1965 and 07.12.1989 as amended periodically. In the wake of Railway Board's letter dated 12.09.2008 consequent on 6th Pay Commission in modification of Railway Board's earlier letters dated 21.07.1965, 16.10.1997 and 28.01.2005 CCA stands abolished and regarding HRA earlier classifications of cities has been revised viz. A-1 to "X", A, B-1 and B-2 to "Y" and C & unclassified to "Z" for which revised classification the population of urban agglomeration of the city has been taken into consideration. Rates of House Rent Allowance in terms thereof shall be:

Classification Of Cities/Towns	Rate of House Rent Allowances as a percentage of (Basic Pay + NPA where applicable)
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X	30%
Y	20%
Z	10%

The Traffic Apprentices are regularly recruited in Railways as scheme thereto stands approved by the High Court. In regard to periodical transfers of Station Masters in Chennai Division in order to ensure transparency a scheme was finalized and notified considering views of the recognized unions but not of other unions and with the approval of the Divisional Railway Manager. Transfer is the prerogative of the management in the absence of rule violation or malafide which has been confirmed by the Ministry of Labour by letters dated 03-08-2005 and 09-06-2006. At all the stations minimum basic amenities are provided with top most priority for creating necessary infrastructure for the traveling public, with improvements attended to as and when representations are received. Safety checks matter in the running of trains safety is given the top most priority which is a policy matter and cannot be adjudicated. Petitioner seeks only to further the ideological aspirations of the All India Station Masters Association and does not purport to represent the work ethos of the Station Master Cadre of Chennai Division in general. The petition is frivolous and highly vexatious and all the nine demands are not in the nature of disputes to be adjudicated. The petition is to be dismissed.

**Points for consideration are:**

(i) Whether the demands of the All India Station Masters Association, South Zone, Madras Division enumerated as 1 to 9 are legal and justified?

(ii) To what relief the petitioner union is entitled?

6. Evidence consists of the testimony of WW1 and Ex.W1 to Ex.W4 on the side of the petitioner but with no evidence, oral or documentary on the Respondent's side.

**Points (i) and (ii)**

7. Heard both sides. Perused the records, documents, evidence and written arguments on either side. The claim is challenged on ground, *interlia*, that it is only to further the ideological aspiration of the All India Station Masters Association not representing the work ethos of Station Masters Cadre. The demands are not of the nature of disputes to be adjudicated by the Tribunal, but is utilized by unrecognized association to air their grievances rather than as a real cause.

8. Examining the nine demands one by one, while the supporting arguments for the petitioner for the first demand, among other are that as per the worked out cadre strength at the instance of the petitioner, of 943 Station Masters including 645 working force, 101 Rest Giving Station Masters and 197 Leave Reserve Station Masters at Chennai Division with 8 junction/large stations, 10 medium stations and 79 small/wayside stations further providing for 177 work spots, Station Masters being the only competent railway employees to deal with traffic at 177 work spots, 645 working force are necessitated for the reasons that out of 177 work spots in the 8 work spots classified as intensive and 169 work spots classified as continuous, duration for

each shift under intensive classification being 6 hours, four Station Masters are required for a day at one spot. The duration for each shift under "continuous" being 8 hours, three Station Masters are required for a day in terms of Hours of Work and Periods of Rest Rules, 2005. For the 645 work spots 101 rest givers are required for giving periodical weekly rest and 197 Leave Reserve are required with reference to Chapter-5 of IREC and Railway Board Supplementary Orders. The determined cadre strength does not stand disputed by the Management. According to the Respondent as argued, as per IREM Vol.-I, filling up of vacancies and creation of posts against all the newly opened stations is done as per provisions in IREM Volume-I and the same was proposed and directions issued by the Management creating 127 additional posts of Asstt. Station Masters. They are by way of 5 compassionate ground candidates undergoing training for the post of Asstt. Station Masters, four RRB candidates undergoing training for Traffic Apprentice, 7 out of 23 vacancies reserved for ASMs out of departmental competitive examination quota undergoing training, 50 RRB candidates out of 64 sent for training, 13 reserved for traffic apprentice against DR quota for which indent is being placed, 6 surplus cabin masters to be absorbed as ASMs on completion of ASMs initial training, for 109 ASMs indent placed to RRB on 30.12.2010 and 11 more on 05.07.2011. The argument that creation of posts is a policy matter is not tenable. In the absence of any objection against the declared strength of 943, the Respondent should examine the same and if the same is the correct strength, steps should be taken to fill up the vacancies and create the posts. If engagement of Clerks-in-Charge to deal with the traffic at 30 work spots being violative of IRGR, 1976 is illegal and therefore Station Masters should be posted there that also has to be looked into. It is also has to consider the demand for the increased trainee reserve posts as per Ex.W1- AISMA/Trainee Reserve, 1999.

9. Regarding second demand of Overtime Allowance the question whether OT A can be paid to Station Masters alongwith monthly pay as in the case of running staff as per Payment of Wages Act, 1936 without subjecting the claim for pre-auditing if not inconsistent with Railway Board letter No. PC-V/2008/A/0/3(OTA) dated 17.02.2010 in the wake of 6th Pay Commission Report, shall be examined.

10. Regarding third demand of TA/DA the Management shall examine whether the payment of TA/DA is being made to Station Masters strictly in accordance with the mandate of the statute and if not it is to be ensured that statutory provisions are substantially complied with.

11. As regards fourth demand of providing ASMs at Stations wherever end cabins were abolished and centralized cabins were established as partly conceded under Ex.W4 it should be examined whether the ASMs have to be posted and the same process have to be expedited.

12. In regard to payment of HRA which is the fifth demand the Management shall examine whether it has to be paid as per Chapter-17 of IREC or the same has to be regulated by Railway Board's letters, circulars or communications, if and by having overriding effect on the earlier rules.

13. As regards the sixth demand i.e. the stoppage of recruitment of Traffic Apprentice and creation of new posts against ex-cadre operation, the same shall be examined and appropriate action shall be taken since it is seen that the Management has not picked up any quarrel with the same.

14. As regards the seventh demand the Management is directed to devise unbiased transfer policy and to adopt the same without showing any favouritism under any pretext like undue advantage to the recognized union employees contrary to IREM contending that transfer is prerogative of the Management. This is admitted to have been settled by formulating a scheme which has been accepted and finalized and notified.

15. Regarding eighth demand of providing basic amenities as coming within the directive principles of state policy as enshrined in the Indian Constitution the Management shall provide the minimum basic amenities and endeavour to ensure that no work spots lack the same in reality.

16. Regarding the ninth demand of check on imposition of safety violations the same does not appear to have been met in the real sense and spirit of it. While Management assures safety to be given the top most priority it appears to have ignored the aspects of compelling Station Masters to work as Guards without declaring their competence, cleaning of points by Station Pointsmen against mandatory operating manual, permanent way manual, signal and telecommunication manual. etc., maintaining vacancies of Group "D" staff at stations.. non-provision of phone communications (P & T and Auto) in important cabins where block working is being carried out. If the above acts are actually at risk of safety violations Management shall examine whether the same can be confirmed without jeopardizing the safety of public or anybody concerned.

17. In view of the above discussion, it is ordered that the demands cannot be said to be not legal or unjustified. They are not merely ideological aspirations of the petitioners as stated by the Respondent. They are also not purely matters of policy decisions of the Government or the Department of Railway. They deserve active consideration by the Government and followed up with final decisions so as to ventilate the grievances of the petitioner union. Though they do not represent members of recognized unions yet they are not totally strangers to be shunned away from making the demands.. sought to ventilate the grievances, which if and when accomplished would enure to the benefit of the public as well! as to the workers and all others concerned. The Management shall endeavour to consider the demands and grant appropriate remedies wherever it is feasible and necessary. Ordered accordingly.

18. The industrial dispute is answered as above.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 28th February, 2013)

A. N. JANARDANAN, Presiding Officer

**Witnesses Examined:**

For the 1st Party/Petitioner : WW1, Sri R. Sethumadhavan

For the 2nd Party/Management : None

**Documents Marked:-**

**On the petitioner's side**

Ex. No.	Date	Description
Ex.W1	Nil	No. AISMA/Trainee Reserve/99
Ex.W2	25.03.2011	No. AISMA/OTA/2011
Ex. W3	30.06.2011	No. AISMA/Cadre Strength/2011
Ex.W4	12.07.2011	No. M/P.535/1/OPTG/SM

**On the Management's side**

Ex. No.	Date	Description
N/A		

नई दिल्ली, 12 जून, 2013

**का.आ. 1208.—**ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बी सी सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय नं 1, धनबाद के पंचाट (संदर्भ संख्या 187/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11/6/2013 को प्राप्त हुआ था।

[सं एल-20012/316/1996-आई आर (सी.एम.-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 12th June, 2013

**S.O. 1208.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 187/1997) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. B.C.C.L. and their workmen, received by the Central Government on 11/06/2013.

[No. L-20012/316/1996-IR(CM-I)]

M. K. SINGH, Section Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL**

**TRIBUNAL (No. 1), DHANBAD.**

In the matter of Reference U/s 10(1) (D) (2A) of I.D. ACT, 1947.

Ref. No. 187 of 1997

Employers in relation to the management of Barora Area  
M/s. BCCL

AND

Their workmen

Present :— Sri Ranjan Kumar Saran, Presiding Officer

**Appearances:**

For the Employers: None

For the workman : Sri D. Mukherjee, Advocate

State: Jharkhand Industry:—Coal

Dated 29.05.2013

**AWARD**

By Order No. L-20012/316/1996-IR(C-I), dated 06.11.1997, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

**SCHEDULE**

“Whether the claim of the Union for the placement/regulation of Sh. Babuchand Prasad as Pharmacist/Compounder w.e.f. July 1987 is legal and justified ? if so, to what relief is the concerned workman entitled?”

2. The case is received from the Ministry of Labour on 17.11.1997. After notice both parties appeared, the workman files their written statement on 27.08.1998 and after that the management files written statement-cum-rejoinder on 19.01.2000, the workman examined himself as a witness and produced documents as per list.

3. The short claim of the workman is, he joined under the management as fitter apprentice, but he has been performing the duty of the pharmacist since 04.07.1987 and prays to be regularized in the said post.

4. Admittedly the workman has no qualification or certificate that he is a pharmacist, nor in the meantime he has obtained any certificate of pharmacist for which his claim has been denied. Hence this dispute.

5. Before, this Tribunal, no certificate of pharmacy has been filed by the workman, nor he has been sponsored by the management to complete the course of a pharmacist. Merely working in a particular stream for a long period can not give him the right to be regularised in the said post unless management desires.

6. Considering the facts and circumstances, I hold that this Tribunal does not feel it proper order to regularise the workman in the post of pharmacist. Accordingly the claim of the Union for the placement/regularisation of Sh. Babuchand Prasad as Pharmacist/Compounder w.e.f. July 1987 is not legal and justified. Hence the workman is not entitled to any relief. The reference answered against the workman.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 12 जून, 2013

**का.आ. 1209.—**औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बी सी सी एल के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं० 1 धनबाद के पंचाट (संदर्भ संख्या 154/1997) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.6.2013 को प्राप्त हुआ था।

[सं० एल-20012/194/1996-आई आर (सी एम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 12th June, 2013

**S.O. 1209.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the Award (Ref. No. 154/1997) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the Industrial Dispute between the management of M/s. B.C.C.L. and their workmen, received by the Central Government on 11.06.2013.

[No. L-20012/194/1996-IR(CM-I)]

M. K. SINGH, Section Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (No.1), DHANBAD.**

IN THE MATTER OF A REFERENCE U/s 10(1)(D) (2A) of I.D. ACT, 1947.

**Ref. No. 154 of 1997**

Employers in relation to the management of Dugda Coal Washery of M/s. B.C.C.L.

AND

Their workmen.

Present:— Sri Ranjan Kumar Saran, Presiding Officer

**Appearances:**

For the Employers : None

For the workman : Sri R. Ranjan, Advocate

State: Jharkhand

Industry: Coal

Dated: 29.05.2013

**AWARD**

By Order No. L-20012/194/96-IR(C-I), dated 27.08.1997, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

### SCHEDULE

“Whether the demand of the union for the regularisation of the Services of Sh. Jai Prakash Prasad Singh, Ex-Salesman of Dugda Coal Washery Consumer Cooperative Stores Ltd. with the management of Dugda Coal Washery is justified? if so, to what relief the concerned workman entitled?”

2. The case is received from the Ministry of Labour on 15.09.1997. After notice both parties appeared. The Sponsoring Union/workman files their written statement on 09.07.1999. The management files their written statement-cum-rejoinder on 03.08.1999. Thereafter rejoinder and documents received by the workman. The workman examined as witness and cross-examined.

3. The case of workman is, he was working as a salesman in Dugda consumer co-operative society which was managed by the Dugda Coal Washery unit. He has stated that one Subhas Sukla was working in the Society subsequently joined in the management after winding up of the co-operative society.

4. He has also filed the appointment letter of Mr. Sukla. From the appointment letter it appears that, Sir Sukla was working initially in the Washery unit subsequently transferred to co-operative society and after it being winded up, he was taken to washery unit. But the case of the present workman is completely different. He has not filed any document that he was an employee of the washery unit. He has also stated in the cross examination (WW-1) that I have got no paper to show that any person working in the co-operative society has been regularized by the management.

5. Since he was working in the co-operative society unconnected to Washery unit, his claim to be absorbed in the washery unit of Dugda does not arise.

6. Considering the facts and circumstances, I hold that the demand of the union for the regularisation of the services of Sri Jai Prakash Prasad Singh, Ex-salesman of Dugda Coal Washery Consumer Co-operative Stores Ltd. with the management of Dugda Coal Washery is not justified. Hence he is not entitled to any relief.

The reference is answered against the workman.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 12 जून, 2013

**का.आ. 1210.—**ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी सी सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय नं० 1, धनबाद के पंचाट (संदर्भ संख्या 51/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11/06/2013 को प्राप्त हुआ था।

[सं. एल-20012/105/2007-आई आर (सीएम-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 12th June, 2013

**S.O. 1210.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 51/2007) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. B.C.C.L. and their workmen, received by the Central Government on 11/06/2013.

[No. L-20012/105/2007-IR(CM-I)]

M. K. SINGH, Section Officer

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.1), DHANBAD.

In the matter of a Reference U/s 10(1)(D)(2A) of

I.D. Act, 1947

**Ref. No. 51 of 2007**

Employers in relation to the management of E.J. Area of  
M/s. B.C.C.L.

AND

Their workmen.

Present:—Shri Ranjan Kumar Saran, Presiding officer

**Appearances:**

For the Employers.: Sri D.K. Verma, Advocate

For the workman: Sri R. Rai, Rep.

State: Jharkhand.

Industry: Coal.

Dated 27.05.2013

### AWARD

By Order No. L-20012/105/2007-IR-(C-I), dated 25-10-2007, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

### SCHEDULE

“Whether the action of the management of Sudamdh COCP of M/s. BCCL in denying wages as Shovel Operator, Cat-“B” to Sh. Ganga Das B.P. Shovel Operator, Cat-“D” is justified and legal? If not, to what relief is the concerned workman entitled and from which date?”

2. The case is received from the Ministry of Labour on 07.11.2007. After notice both parties appeared. The Sponsoring Union files their written statement on 15.05.2008. The management files their written statement-cum-rejoinder on 19.02.2009. Thereafter rejoinder and documents received by the workman.

3. The claim of the workman is, that he has been working as heavy Shovel Operator CK. 300 from 17.11.2003 and as such he be regularized as Shovel Operator Grade "B" from that date but the management regularized him in Category "B" w.e.f. 30.10.2012.

4. From the machinery quality, category it is seen that the workman is operating CK 300 Shovel. CK-300 Shovel's strength 2.1 to 3.0 as per the literature, a persons operating such shovel must be a trained workman. He must have three years experience to operate the same. So also he must known certain minor repair of such shovel.

5. When the management is allowed the workman to operate said shovel, as per WW-1 dated 17/19.11.2003 which is the work of a shovel operator "B". The pay of the workman should be protected. But the management submitted that as there was no post, the workman Ganga Das was not given promotion. But when the senior Shovel operator post was there, workman was there, as to why Ganga Das was allowed to operate such heavy shovel. Therefore the pay is to be protected in Grade "B" Shovel operator w.e.f. 19.11.2003.

6. Considering the facts and circumstances, I hold that the action of the management of Sudamdh COCP of M/s. BCCL in denying wages as Shovel Operator, Cat-"B" to Sh. Ganga Das B.P. Shovel Operator, Cat-"D" is not justified and legal. Hence the pay of the workman is protected in Gr. "B" w.e.f. 19.11.2003.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 12 जून, 2013

**का. आ. 1211.—**औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बी सी सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 18/1996) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.06.2013 को प्राप्त हुआ था।

[सं. एल-20012/35/1995-आई आर (सीएम-I)]  
एम० क० सिंह, अनुभाग अधिकारी

New Delhi, the 12th June, 2013

**S.O. 1211.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 18/1996) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the Industrial dispute between the management of M/s. B.C.C.L. and their workman, received by the Central Government on 03.06.2013.

[No. L-20012/35/1995-IR(CM-I)]  
M. K. SINGH, Section Officer

## ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.1), DHANBAD

In the matter of a Reference U/S 10 (1) (D) (2A) of I.D.  
Act, 1947

#### Ref. No. 18 of 1996

Employers in relation to the management of South Tisra Colliery of M/s. B.C.C.L.

AND

Their workmen.

Present:—Sri Ranjan Kumar Saran, Presiding Officer

#### Appearances :

For the Employers. : None

For the workman. : None

State : Jharkhand.

Industry : Coal

Dated : 24.5.2013

## AWARD

By Order No. L-20012/35/95-IR(C-1), dated 16.02.1996, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

## SCHEDULE

"Whether the action of the management in not referring the case of Shri Munsi Gope, Under Ground Trammer of South Tisra Colliery to the Medical Board for re-assessment of his age is justified? If not, to what relief the concerned workman is entitled?"

2. The case is received from the Ministry of Labour on 05.03.1996. After notice both parties appeared. The Sponsoring Union/workman files their written statement on 19.03.1996. The management files their written statement-cum-rejoinder on 25.07.1996. Thereafter rejoinder and documents received by the workman. The workman has been examined as witness.

3. The short point to be decided in the case, is whether the workman to be referred for determination of his age when he urged. As the management did not refer the workman for determination of age to medical board, the present dispute has been raised.

4. The claim of the workman, is that in his I.D. Card of the company, the date of birth of the workman is 1943. But from where the I. Card was created, i.e. the Form "B" register, the date of Birth at some place 1935 and at some place there is interpolation, though those documents have been filed some of such documents appears to be tampered. It was at

that point of time the case of the workman was to be considered.

5. The workman has been retired, taking his date of birth 1935 *i.e.* he has been retired from service in 1995. At this stage no fruit full result will yield, if the workman will be referred for medical board for age determination. Moreover in more and more documents the date of Birth of the workman appears as 1935. Hence his present claim is not entertainable.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 20 जून, 2013

**का.आ. 1212.—**ओद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जनरल मैनेजर, सिक्योरिटी पेपर मिल, हॉशंगाबाद के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ सं. सी.जी.आई.टी.एल.सी.आर. 46/05) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-06-2013 को प्राप्त हुआ था।

[सं. एल-16011/01/2005-आई.आर. (डी.यू.)]  
जोहन तोपनो, अवर सचिव

New Delhi, the 20th June, 2013

**S.O. 1212.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/LC/R/46/05) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The General Manager, Security Paper Mill, Hoshangabad, which was received by the Central Government on 12-06-2013.

[No. L-16011/01/2005-IR(DU)]  
JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

#### No. CGIT/LC/R/46/05

PRESIDING OFFICER: SHRI R.B. PATLE

The General Secretary,  
SPM Employees Union,  
Type-II/63, Phase-II,  
SPM, Hoshangabad

...Workman/Union

#### Versus

The General Manager,  
Security Paper Mill,  
Hoshangabad

... Management

#### AWARD

Passed on this 15th day of March, 2013

1. As per letter dated 26-5-05 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No. L-16011/1/2005-IR(DU) dated 26-5-05. The dispute under reference relates to:

"Whether the action of the management of General Manager, Security Paper Mill, Hoshangabad is not giving promotion as a Senior Foreman in E & I Section and not giving benefits to Shri B.K. Gupta since 1983 upto till date is justified? If not, to what relief the workman is entitled for?"

2. After notice, 1st party/workaman failed to appear and submit statement of claim. 1st party is proceeded ex parte on 10-9-09. IIInd party filed Written Statement. IIInd party submits that 1st party workman was appointed as Electrician Higher Scale Gr. II in the scale of pay Rs. 330-8-390. He had filed an application under Section 15 of Payment of Wages Act before Labour Court No. 2 Bhopal in 1986 claiming amount Rs. 3615.50 towards difference of wages for the period. His application was dismissed. The 1st party preferred appeal against the said order. The said appeal was decided by Industrial Court, Bhopal on 10-9-98. The appeal was allowed. IIInd party filed Writ Petition No. 1842/99. However, during pendency of Writ Petition, wages Rs. 11,212 were paid.

3. IIInd party further submits that 1st party workman was working as Electrician in Electrical Section when the E & I Section was newly created due to modernization. 1st party/workman had worked for 5 months and 5 days and he was transferred to his original section. He is not fulfilling the eligibility for promotion post claimed by him. Such post requires 2 year experience. IIInd party prays for rejection of the claim of 1st party.

4. Ist party has not filed statement of claim nor produced any evidence. IIInd party filed evidence of his witness Shri Mahapatra denying claim of the 1st party covering all contention in the Written Statement filed by IIInd party. There is absolutely no evidence for establishing claim of 1st party for permanent post. Therefore the claim of 1st party deserves to be rejected.

5. In the result, award is passed as under:—

"The demand of 1st Party workman under reference is not supported by any evidence of 1st party workman. His claim is rejected."

R. B. PATLE, Presiding Officer

नई दिल्ली, 29 जून, 2013

**का.आ. 1213.—**जबकि कोड संख्या डीएल/17669 के अंतर्गत दिल्ली (दक्षिण) क्षेत्र में मैसर्स ह्यूजिज कम्प्यूनिकेशन्स इंडिया लिमिटेड

(एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्रीय सरकार के विचार में, अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कर्मचारियों के लिए कम उपयुक्त नहीं हैं और कर्मचारी उक्त अधिनियम अथवा कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत सदृश स्वरूप के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में दी जाने वाली अन्य भविष्य निधि प्रसुविधाओं का भी लाभ उठा रहे हैं।

3. अतः, केन्द्रीय सरकार, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों के अध्यधीन, उक्त प्रतिष्ठान को अगली अधिसूचना तक 01.03.1996 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/23/2013-एसएस-II]

सुभाष कुमार, अवर सचिव

New Delhi, the 29th June, 2013

**S.O. 1213.**—Whereas M/s Hughes Communications India Ltd. [under Code No. DL/17669 in Delhi (South) region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01.03.1996 until further notification.

[No. S-35015/23/2013-SS-II]  
SUBHASH KUMAR, Under Secy.

नई दिल्ली, 29 जून, 2013

**का.आ. 1214.**—जबकि कोड संख्या एमएच/11403 के अंतर्गत क्षेत्रीय कार्यालय, कांडीविली में मैसर्स टेकनिपोट आईसीबी प्राइवेट लिमिटेड (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य

निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्रीय सरकार के विचार में, अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कर्मचारियों के लिए कम उपयुक्त नहीं हैं और कर्मचारी उक्त अधिनियम अथवा कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत सदृश स्वरूप के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में दी जाने वाली अन्य भविष्य निधि प्रसुविधाओं का भी लाभ उठा रहे हैं।

3. अतः, केन्द्रीय सरकार, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों के अध्यधीन, उक्त प्रतिष्ठान को अगली अधिसूचना तक 01.02.1987 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/13/2013-एसएस-II]

सुभाष कुमार, अवर सचिव

New Delhi, the 29th June, 2013

**S.O. 1214.**—Whereas M/s Technimont ICB Pvt. Ltd. [under Code No. MH/17403 in Regional Office, Kandivili] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01.02.1987 until further notification.

[No. S-35015/13/2013-SS-II]

SUBHASH KUMAR, Under Secy.

नई दिल्ली, 29 जून, 2013

**का.आ. 1215.**—जबकि कोड संख्या एमएच/एनजीपी/66371 के अंतर्गत नागपुर क्षेत्र में मैसर्स बिल्ट ग्राफिक पेपर प्रोडक्ट्स लिमिटेड

(एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्रीय सरकार के विचार में, अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कर्मचारियों के लिए कम उपयुक्त नहीं हैं और कर्मचारी उक्त अधिनियम अथवा कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत सदृश स्वरूप के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में दी जाने वाली अन्य भविष्य निधि प्रसुविधाओं का भी लाभ उठा रहे हैं।

3. अतः, केन्द्रीय सरकार, अब उक्त अधिनियम की धारा 17 की उप धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों के अध्यधीन, उक्त प्रतिष्ठान को अगली अधिसूचना तक 01.03.2008 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/17/2012-एसएस-II]

सुभाष कुमार, अवर सचिव

New Delhi, the 29th June, 2013

**S.O. 1215.**—Whereas M/s. Bilt Graphic Paper Products Ltd. [under Code No. MH/NGP/66371 in Nagpur region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01.03.2008 until further notification.

[No. S-35015/17/2012-SS-II]

SUBHASH KUMAR, Under Secy.

नई दिल्ली, 29 जून, 2013

**का.आ. 1216.**—जबकि कोड संख्या एमएच/एनजीपी/63746 के अंतर्गत नागपुर क्षेत्र में मैसर्स एपीआर सेक्स लिमिटेड (एतदुपरान्त

प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्रीय सरकार के विचार में, अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कर्मचारियों के लिए कम उपयुक्त नहीं हैं और कर्मचारी उक्त अधिनियम अथवा कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत सदृश स्वरूप के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में दी जाने वाली अन्य भविष्य निधि प्रसुविधाओं का भी लाभ उठा रहे हैं।

3. अतः, केन्द्रीय सरकार, अब उक्त अधिनियम की धारा 17 की उप धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों के अध्यधीन, उक्त प्रतिष्ठान को अगली अधिसूचना तक 01.03.2003 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/07/2012-एसएस-II]

सुभाष कुमार, अवर सचिव

New Delhi, the 29th June, 2013

**S.O. 1216.**—Whereas M/s APR Sacks Ltd. [under Code No. MH/NGP/63746 in Nagpur region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01.03.2003 until further notification.

[No. S-35015/07/2012-SS-II]

SUBHASH KUMAR, Under Secy.

नई दिल्ली, 29 जून, 2013

**का.आ. 1217.**—जबकि कोड संख्या यूपी/5417 के अंतर्गत आरओ मेरठ क्षेत्र में मैसर्स डाबर इंडिया लिमिटेड (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध

अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्रीय सरकार के विचार में, अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कर्मचारियों के लिए कम उपयुक्त नहीं हैं और कर्मचारी उक्त अधिनियम अथवा कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत सदृश स्वरूप के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में दी जाने वाली अन्य भविष्य निधि प्रसुविधाओं का भी लाभ उठा रहे हैं।

3. अतः, केन्द्रीय सरकार, अब उक्त अधिनियम की धारा 17 की उप धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों के अध्यधीन, उक्त प्रतिष्ठान को अगली अधिसूचना तक 01.04.1977 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/40/2000-एसएस-II खण्ड-II]

सुभाष कुमार, अवर सचिव

New Delhi, the 29th June, 2013

**S.O. 1217.**—Whereas M/s Dabur India Ltd. [under Code No. UP/5417 in RO Meerut region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01.04.1977 until further notification.

[No. S-35015/40/2000-SS-II Vol. II]

SUBHASH KUMAR, Under Secy.

नई दिल्ली, 29 जून, 2013

**का.आ. 1218.**—जबकि मैसर्स एरिकसन इंडिया प्राइवेट लि० [कोड संख्या एचआर/जीजीएन/26237 के अंतर्गत आरओ गुडगांव में] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त

अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्रीय सरकार के विचार में, अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कर्मचारियों के लिए कम उपयुक्त नहीं हैं और कर्मचारी उक्त अधिनियम अथवा कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत सदृश स्वरूप के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में दी जाने वाली अन्य भविष्य निधि प्रसुविधाओं का भी लाभ उठा रहे हैं।

3. अतः, केन्द्रीय सरकार, अब उक्त अधिनियम की धारा 17 की उप धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों के अध्यधीन, उक्त प्रतिष्ठान को अगली अधिसूचना तक 01.08.2007 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/15/2013-एसएस-II]

सुभाष कुमार, अवर सचिव

New Delhi, the 29th June, 2013

**S.O. 1218.**—Whereas M/s Ericsson India Pvt. Ltd. [under Code No. HR/GGN/26237 in RO Gurgaon] (hereinafter referred to as the establishment) has applied for exemption under clauses (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01.08.2007 until further notification.

[No. S-35015/15/2013-SS-II]

SUBHASH KUMAR, Under Secy.

नई दिल्ली, 29 जून, 2013

**का.आ. 1219.**—जबकि कोड संख्या एचआर/9550 के अंतर्गत गुडगांव, हरियाणा क्षेत्र में मैसर्स बेकटेल इंडिया प्राइवेट लिमिटेड (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि

एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्रीय सरकार के विचार में, अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कर्मचारियों के लिए कम उपयुक्त नहीं हैं और कर्मचारी उक्त अधिनियम अथवा कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत सदूश स्वरूप के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में दी जाने वाली अन्य भविष्य निधि प्रसुविधाओं का भी लाभ उठा रहे हैं।

3. अतः, केन्द्रीय सरकार, अब उक्त अधिनियम की धारा 17 की उप धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों के अध्यधीन, उक्त प्रतिष्ठान को अगली अधिसूचना तक 20.12.2007 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/3/2013-एसएस-II]

सुभाष कुमार, अवर सचिव

New Delhi, the 29th June, 2013

**S.O. 1219.**—Whereas M/s Bechtel India Pvt. Ltd. [under Code No. HR/9550 in Gurgaon, Haryana region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 20.12.2007 until further notification.

[No. S-35015/3/2013-SS-II]

SUBHASH KUMAR, Under Secy.

नई दिल्ली, 29 जून, 2013

**का.आ. 1220.**—जबकि कोड संख्या ओआर/2911 के अंतर्गत एसआरओ क्युनझार में मैसर्स टाटा स्पॉज आयरन लिमिटेड (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि एवं प्रकीर्ण

उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्रीय सरकार के विचार में, अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कर्मचारियों के लिए कम उपयुक्त नहीं हैं और कर्मचारी उक्त अधिनियम अथवा कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत सदूश स्वरूप के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में दी जाने वाली अन्य भविष्य निधि प्रसुविधाओं का भी लाभ उठा रहे हैं।

3. अतः, केन्द्रीय सरकार, अब उक्त अधिनियम की धारा 17 की उप धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों के अध्यधीन, उक्त प्रतिष्ठान को अगली अधिसूचना तक 01.09.1993 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/12/2013-एसएस-II]

सुभाष कुमार, अवर सचिव

New Delhi, the 29th June, 2013

**S.O. 1220.**—Whereas M/s Tata Sponge Iron Ltd. [under Code No. OR/2911 in SRO, Keonjhar] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01.09.1993 until further notification.

[No. S-35015/12/2013-SS-II]

SUBHASH KUMAR, Under Secy.

नई दिल्ली, 29 जून, 2013

**का.आ. 1221.**—जबकि कोड संख्या एचआर/29165 के अंतर्गत गुडगांव, हरियाणा क्षेत्र में मैसर्स ई.आई. इयूपॉट इंडिया प्राईवेट लिमिटेड (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि एवं

एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्रीय सरकार के विचार में, अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कर्मचारियों के लिए कम उपयुक्त नहीं हैं और कर्मचारी उक्त अधिनियम अथवा कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत सदूश स्वरूप के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में दी जाने वाली अन्य भविष्य निधि प्रसुविधाओं का भी लाभ उठा रहे हैं।

3. अतः, केन्द्रीय सरकार, अब उक्त अधिनियम की धारा 17 की उप धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों के अध्यधीन, उक्त प्रतिष्ठान को अगली अधिसूचना तक 26.06.2008 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं एस-35015/17/2013-एसएस-II]

सुभाष कुमार, अवर सचिव

New Delhi, the 29th June, 2013

**S.O. 1221.**—Whereas M/s E.I. Dupont India Pvt. Ltd. [under Code No. HR/29165 in Gurgaon, Haryana Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 26.06.2008 until further notification.

[No. S-35015/17/2013-SS-II]

SUBHASH KUMAR, Under Secy.

नई दिल्ली, 29 जून, 2013

**का.आ. 1222.**—जबकि कोड संख्या एमएच/46135 के अंतर्गत मुंबई-I क्षेत्र में मैसर्स एचडीएफसी बैंक लिमिटेड (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध

अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्रीय सरकार के विचार में, अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कर्मचारियों के लिए कम उपयुक्त नहीं हैं और कर्मचारी उक्त अधिनियम अथवा कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत सदूश स्वरूप के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में दी जाने वाली अन्य भविष्य निधि प्रसुविधाओं का भी लाभ उठा रहे हैं।

3. अतः, केन्द्रीय सरकार, अब उक्त अधिनियम की धारा 17 की उप धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों के अध्यधीन, उक्त प्रतिष्ठान को अगली अधिसूचना तक 01.03.2000 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं एस-35015/49/2007-एसएस-II]

सुभाष कुमार, अवर सचिव

New Delhi, the 29th June, 2013

**S.O. 1222.**—Whereas M/s HDFC Bank Ltd. [under Code No. MH/46135 in Mumbai-I region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01.03.2000 until further notification.

[No. S-35015/49/2007-SS-II]

SUBHASH KUMAR, Under Secy.

नई दिल्ली, 29 जून, 2013

**का.आ. 1223.**—जबकि कोड संख्या एचआर/9115 के अंतर्गत क्षेत्रीय कार्यालय, फरीदाबाद में मैसर्स नेशनल आईडीलैक्ट्रीक पॉवर कारपोरेशन लिमिटेड (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध

का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्रीय सरकार के विचार में, अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कर्मचारियों के लिए कम उपयुक्त नहीं हैं और कर्मचारी उक्त अधिनियम अथवा कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत सदृश स्वरूप के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में दी जाने वाली अन्य भविष्य निधि प्रसुविधाओं का भी लाभ उठा रहे हैं।

3. अतः, केन्द्रीय सरकार, अब उक्त अधिनियम की धारा 17 की उप धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों के अध्यधीन, उक्त प्रतिष्ठान को अगली अधिसूचना तक 01.09.1985 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/5/2013-एसएस-II]

सुभाष कुमार, अवर सचिव

New Delhi, the 29th June, 2013

**S.O. 1223.**—Whereas M/s National Hydroelectric Power Corporation Ltd. [under Code No. HR/9115 in Regional Office, Faridabad] (hereinafter referred to as the establishment) has applied for exemption under clauses (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01.09.1985 until further notification.

[No. S-35015/5/2013-SS-II]

SUBHASH KUMAR, Under Secy.

नई दिल्ली, 29 जून, 2013

**का.आ. 1224.**—जबकि कोड संख्या एमएच/28124 के अंतर्गत बांद्रा में मैसर्स इंडियन इंस्टीट्यूट ऑफ बैंकिंग और फाइनेंस (एतदुपरान्त

प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्रीय सरकार के विचार में, अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कर्मचारियों के लिए कम उपयुक्त नहीं हैं और कर्मचारी उक्त अधिनियम अथवा कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत सदृश स्वरूप के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में दी जाने वाली अन्य भविष्य निधि प्रसुविधाओं का भी लाभ उठा रहे हैं।

3. अतः, केन्द्रीय सरकार, अब उक्त अधिनियम की धारा 17 की उप धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों के अध्यधीन, उक्त प्रतिष्ठान को अगली अधिसूचना तक 01.03.2003 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/2/2012-एसएस-II]

सुभाष कुमार, अवर सचिव

New Delhi, the 29th June, 2013

**S.O. 1224.**—Whereas M/s Indian Institute of Banking & Finance [under Code No. MH/28124 in Bandra Regional Office, Kandivili] (hereinafter referred to as the establishment) has applied for exemption under clauses (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01.03.2003 until further notification.

[No. S-35015/2/2012-SS-II]

SUBHASH KUMAR, Under Secy.